

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

ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T
CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T ARKANSAS, AT&T KANSAS,
AT&T MISSOURI, AT&T OKLAHOMA AND/OR AT&T TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

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

between one or more of

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana,
Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T
Connecticut,
Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T
Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

and

YMax Communications Corp.

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILEC's Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. 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, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T-owned ILEC and only to the extent that such AT&T-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, YMax Communications Corp. ("CLEC"), (a Maryland corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, Wisconsin.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. 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 is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

- 1.1.1 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding AT&T-13STATE to the client/End User community.
- 1.1.5 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T-13STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **"Affiliate"** is As Defined in the Act.
- 1.1.7 **"Alternate Billing Service" (ABS) or "Alternately Billed Traffic" (ABT)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.10 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.11 **"AT&T Inc." (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

- 1.1.12 "AT&T-2STATE" - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.13 "AT&T-4STATE" - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma (and previously referred to as "SBC-4STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.14 "AT&T-7STATE" - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-7STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.15 "AT&T-8STATE" - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT (and previously referred to as "SBC-8STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.16 "AT&T-10STATE" - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-10STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.17 "AT&T-12STATE" - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE (and previously referred to as "SBC-12STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.18 "AT&T-13STATE" - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT (and previously referred to as "SBC-13STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.19 "AT&T ARKANSAS" - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.1.20 "AT&T CALIFORNIA" - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.1.21 "AT&T CONNECTICUT" - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as "SBC Connecticut"), the applicable above listed ILEC doing business in Connecticut.
- 1.1.22 "AT&T KANSAS" - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas (and previously referred to as "SBC Kansas"), the applicable AT&T-owned ILEC doing business in Kansas.
- 1.1.23 "AT&T ILLINOIS" - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as "SBC Illinois"), the applicable AT&T-owned ILEC doing business in Illinois.
- 1.1.24 "AT&T INDIANA" - As used herein, AT&T INDIANA means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as "SBC Indiana"), the applicable AT&T-owned ILEC doing business in Indiana.

- 1.1.25 **"AT&T MICHIGAN"** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Michigan.
- 1.1.26 **"AT&T MIDWEST REGION 5-STATE"** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.27 **"AT&T MISSOURI"** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri (and previously referred to as "SBC Missouri"), the applicable AT&T-owned ILEC doing business in Missouri.
- 1.1.28 **"AT&T NEVADA"** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada"), the applicable AT&T-owned ILEC doing business in Nevada.
- 1.1.29 **"AT&T OHIO"** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.
- 1.1.30 **"AT&T OKLAHOMA"** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma"), the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.1.31 **"AT&T SOUTHWEST REGION 5-STATE"** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.1.32 **"AT&T TEXAS"** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas (and previously referred to as "SBC Texas"), the applicable AT&T-owned ILEC doing business in Texas.
- 1.1.33 **"AT&T WISCONSIN"** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.1.34 **"Automated Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.35 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.36 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC does not provision new retail services and products.
- 1.1.37 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.38 **"CABS"** means the Carrier Access Billing System.
- 1.1.39 **"Calling Name Delivery Service" (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

- 1.1.40 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-13STATE E911 Selective Router.
- 1.1.41 **"Centralized Message Distribution System" (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.42 **"Central Office Switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.42.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.1.42.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.43 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.44 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.1.45 **"Collocation"** is an arrangement is an arrangement where a CLEC leases space at an AT&T-13STATE premises for the placement of equipment necessary for interconnection or access to AT&T-13STATE Lawful UNEs.
- 1.1.46 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.47 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.47.1 the Arkansas Public Service Commission (AR-PSC);
- 1.1.47.2 Public Utilities Commission of the State of California (CA-PUC);
- 1.1.47.3 the Connecticut Department of Public Utility Control (DPUC);
- 1.1.47.4 the Illinois Commerce Commission (IL-CC);
- 1.1.47.5 the Indiana Utilities Regulatory Commission (IN-URC);
- 1.1.47.6 the Kansas Corporation Commission (KS-CC);
- 1.1.47.7 the Michigan Public Service Commission (MI-PSC);
- 1.1.47.8 the Missouri Public Service Commission (MO-PSC);
- 1.1.47.9 the Public Utilities Commission of Nevada (NV-PUC);
- 1.1.47.10 the Public Utilities Commission of Ohio (PUC-OH);
- 1.1.47.11 the Oklahoma Corporation Commission (OK-CC);
- 1.1.47.12 the Public Utility Commission of Texas (PUC-TX); and
- 1.1.47.13 the Public Service Commission of Wisconsin (PSC-WI).
- 1.1.48 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.49 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

- 1.1.50 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.51 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-13STATE and forwarded to CLEC.
- 1.1.52 **"Custom Local Area Signaling Service Features" (CLASS)** means certain call-management service features that are currently available from AT&T-13STATE's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.53 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.54 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T-13STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables AT&T-13STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.55 **"Declassified" or "Declassification"** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as **"Declassified."**
- 1.1.56 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.56.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.56.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.56.3 any Force Majeure Event.
- 1.1.57 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.58 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.58.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.58.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

- 1.1.58.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.59 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.60 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.61 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.62 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.63 **"Exchange Access"** is As Defined in the Act.
- 1.1.64 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.65 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.66 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.67 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.1.68 **"Feature Group D" (FGD)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.69 **"FCC"** means the Federal Communications Commission.
- 1.1.70 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.71 **"Foreign Exchange" (FX) or "FX-like"** service means a retail service offering which allows 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).

- 1.1.72 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.73 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.74 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.75 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.76 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.77 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.78 **"Interconnection"** is As Defined in the Act.
- 1.1.79 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.80 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.81 **"InterLATA"** is As Defined in the Act.
- 1.1.82 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.83 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.84 **"ISP-Bound Traffic"** shall mean telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean exchanged between CLEC 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.
- 1.1.85 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.86 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

- 1.1.87 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 1.1.88 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.89 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 1.1.90 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 1.1.91 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.92 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.93 **"Local Loop Transmission", "Lawful Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T-13STATE Serving Wire Center.
- 1.1.94 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.95 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.96 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.97 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.98 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.99 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.100 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the

LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

- 1.1.101 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.102 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.103 **"Network Element"** is As Defined in the Act.
- 1.1.104 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.105 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.106 **"Number Portability"** is As Defined in the Act.
- 1.1.107 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.108 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.109 **"Out of Exchange LEC" (OE-LEC)** means YMax Communications Corp. operating within AT&T-13STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.1.110 **"Out of Exchange Traffic"** is defined as local, transit, or intraLATA traffic to or from a non-AT&T ILEC exchange area.
- 1.1.111 **"Party"** means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.
- 1.1.112 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.
- 1.1.113 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.114 **"Physical Collocation"** is as defined in Appendix Physical Collocation.
- 1.1.115 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.
- 1.1.116 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.1.117 **"Port"** is the point of interface/access connection to the AT&T-13STATE public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.118 **"Rate Center Area"** means the following in each applicable area:

1.1.118.1 AT&T MIDWEST REGION 5-STATE

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

1.1.118.2 AT&T NEVADA

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

1.1.118.3 AT&T CALIFORNIA

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

1.1.118.4 AT&T CONNECTICUT

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

1.1.118.5 AT&T SOUTHWEST REGION 5-STATE

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

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

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

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

1.1.122 **"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.
- 1.1.123 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.124 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.125 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.126 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (**SSP**), Service Control Points (**SCP**), Signaling Points (**SP**), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.127 **"State Abbreviation"** means the following:
- 1.1.127.1 "AR" means Arkansas
 - 1.1.127.2 "CA" means California
 - 1.1.127.3 "CT" means Connecticut
 - 1.1.127.4 "IL" means Illinois
 - 1.1.127.5 "IN" means Indiana
 - 1.1.127.6 "KS" means Kansas
 - 1.1.127.7 "MI" means Michigan
 - 1.1.127.8 "MO" means Missouri
 - 1.1.127.9 "NV" means Nevada
 - 1.1.127.10 "OH" means Ohio
 - 1.1.127.11 "OK" means Oklahoma
 - 1.1.127.12 "TX" means Texas
 - 1.1.127.13 "WI" means Wisconsin
- 1.1.128 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.129 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.130 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.131 **"Telecommunications"** is As Defined in the Act.
- 1.1.132 **"Telecommunications Carrier"** is As Defined in the Act.
- 1.1.133 **"Telecommunications Service"** is As Defined in the Act.
- 1.1.134 **"Telephone Exchange Service"** is As Defined in the Act.
- 1.1.135 **"Telephone Toll Service"** is As Defined in the Act.

- 1.1.136 **"Third Party"** means any Person other than a Party.
- 1.1.137 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.138 **"Trunk"** means a communication line between two switching systems.
- 1.1.139 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.1.140 **"Lawful Unbundled Network Element" or "Lawful UNE"** is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).
- 1.1.141 **"Virtual Collocation"** is as defined in Appendix Virtual Collocation.
- 1.1.142 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 Definitions Applicable to AT&T-12STATE Only

- 1.2.1 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.2 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.2.3 **"Universal Digital Loop Carrier" (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.3 Definitions Applicable to AT&T-7STATE Only

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

1.4 Definitions Applicable to AT&T MIDWEST REGION 5-STATE Only

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

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

- 2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

- 2.3.1 Unless the context shall otherwise specifically require, and subject to Section 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T-13STATE Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

- 2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the AT&T-13STATE ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-13STATE, as such tariffs may be modified from time to time.
- 2.5.4 Wherever the term "customer" is used in connection with AT&T SOUTHWEST REGION 5-STATE's retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit,

Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

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

2.7 Joint Work Product

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

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

- 2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T-13STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-13STATE has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 12.
- 2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.
- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 12.

2.12 Scope of Obligations

- 2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T-13STATE's obligations under this Agreement shall apply only to:
- 2.12.1.1 the specific operating area(s) or portion thereof in which AT&T-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and
- 2.12.1.2 assets that AT&T-13STATE owns or leases and which are used in connection with AT&T-13STATE's provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").
- 2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T-12STATE agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-12STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-12STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-12STATE's incumbent local exchange areas. AT&T-12STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-12STATE's incumbent local exchange areas. In addition, AT&T-12STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2)

of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-12STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T-12STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-12STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-12STATE has been approved by the relevant state Commission and is in effect.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T-12STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-13STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-13STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either AT&T-13STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, the existing Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-13STATE until the expiration of such other agreement.

2.14 This Agreement sets forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an AT&T-13STATE incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

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 or to otherwise change and/or modify its

network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-13STATE will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that AT&T-13STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within ____ calendar days and to residential End Users within ____ calendar days.
- 4.2 AT&T-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

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:
 - 5.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 5.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation or structure access. AT&T-13STATE, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-

13STATE. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-13STATE.

- 5.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.
- 5.1.5 The Parties agree that companies affording the insurance coverage required under this Section 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.
- 5.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 5.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 5.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 5.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 5.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.1.8 This Section 5.1 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.
- 5.2 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

6. ASSIGNMENT

6.1 Assignment of Contract

- 6.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T-13STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 6.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate

agreement with AT&T-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

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

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

6.3 Company Code Change

6.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide AT&T-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-13STATE's consent. AT&T-13STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-13STATE's consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

6.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

6.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.

6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T-13STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

- 6.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 6.5 Project Coordination
- 6.5.1 AT&T-13STATE will provide project management support to effectuate changes of the types identified in Sections 6.5.2.
- 6.5.2 AT&T-13STATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T-13STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-13STATE will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-13STATE any and all information AT&T-13STATE reasonably requests to effectuate such changes.
- 6.6 When an End User changes its service provider from AT&T-13STATE to CLEC or from CLEC to AT&T-13STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.
- 6.6.1 The following pertains to AT&T ILLINOIS, AT&T WISCONSIN and AT&T CALIFORNIA only:
- 6.6.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.7 The following applies to AT&T INDIANA only:
- 6.7.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.8 The following applies to AT&T MICHIGAN only:
- 6.8.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

6.9 The following applies to AT&T OHIO only:

- 6.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 6.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 6.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

7. EFFECTIVE DATE, TERM AND TERMINATION

- 7.1 In AT&T-13STATE, with the exception of AT&T OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on September 18, 2007, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on September 17, 2008 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 7.3 or 7.4.
- 7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it

- failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 7.4 If pursuant to Section 7.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 7.5 and 7.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 7.4 other than its obligations under Sections 7.5 and 7.6.
- 7.5 Upon termination or expiration of this Agreement in accordance with Sections 7.2, 7.3 or 7.4:
- 7.5.1 Each Party shall continue to comply with its obligations set forth in Section 42, Scope of this Agreement; and
- 7.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 10.4 hereof;
- 7.5.3 Each Party's confidentiality obligations shall survive; and
- 7.5.4 Each Party's indemnification obligations shall survive.
- 7.6 If either Party serves notice of expiration pursuant to Section 7.2 or Section 7.4, CLEC shall have ten (10) calendar days to provide AT&T-13STATE written confirmation if CLEC wishes to pursue a successor agreement with AT&T-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with AT&T-13STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 7.7 If written notice is not issued pursuant to Section 7.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T-13STATE received CLEC's Section 252(a)(1) request.
- 7.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with AT&T-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following AT&T-13STATE's receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.
- 7.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T-13STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the

Parties shall have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.

- 7.10 In the event of termination of this Agreement pursuant to Section 7, AT&T-13STATE and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. END USER FRAUD

- 8.1 AT&T-13STATE shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT). ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 8.4 AT&T-10STATE, AT&T CALIFORNIA and AT&T CONNECTICUT will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. AT&T CALIFORNIA will provide such alert messages by e-mail. AT&T-10STATE and AT&T CONNECTICUT will provide via fax.
- 8.4.1 AT&T SOUTHWEST REGION 5-STATE (on behalf of itself and AT&T CONNECTICUT) and AT&T CALIFORNIA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud for CLEC using the same criteria AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA use to monitor fraud on their respective accounts.
- 8.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 8.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.
- 8.5 In AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA ABT-related alerts are provided to CLEC at no additional charge, except as related in 8.6 below.
- 8.6 In AT&T CALIFORNIA 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing. For terms and conditions for TARS, see Appendix Resale.

9. ASSURANCE OF PAYMENT

- 9.1 Upon request by AT&T-13STATE, CLEC will provide AT&T-13STATE with adequate assurance of payment of amounts due (or to become due) to AT&T-13STATE.

- 9.2 Assurance of payment may be requested by AT&T-12STATE if:
- 9.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-13STATE for charges incurred as a CLEC; or
 - 9.2.2 in AT&T-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 9.2.3 CLEC fails to timely pay a bill rendered to CLEC by AT&T-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 11.3); or
 - 9.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of
- 9.3.1 a cash security deposit in U.S. dollars held by AT&T-12STATE ("Cash Deposit") or
 - 9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-12STATE naming the AT&T-owned ILEC(s) designated by AT&T-12STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-12STATE ("Letter of Credit").
 - 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-12STATE, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-12STATE under this Agreement.
 - 9.3.3.1 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, AT&T SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
 - 9.3.3.2 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 9.4 To the extent that AT&T-12STATE 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 Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.5 A Cash Deposit will accrue interest, however, AT&T-12STATE will not pay interest on a Letter of Credit.

- 9.6 AT&T-12STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.6.1 CLEC owes AT&T-12STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 9.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 9.6.3 The expiration or termination of this Agreement.
- 9.7 If AT&T-12STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-12STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.
- 9.8 Notwithstanding anything else set forth in this Agreement, if AT&T-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then AT&T-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-12STATE with the assurance of payment requested; provided, however, that AT&T-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 9.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-12STATE may also invoke the provisions set forth in Section 11.5 through Section 11.7.
- 9.9 A cash deposit held by AT&T-12STATE shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.
- 9.10 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.11 For adequate assurance of payment of amounts due (or to become due) to AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

10. BILLING AND PAYMENT OF CHARGES

- 10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 10.1.1 Remittance in full of all bills rendered by AT&T-10STATE and AT&T CALIFORNIA is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 10.3 of this Agreement.

- 10.1.2 Remittance in full of all bills rendered by AT&T NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.3 Remittance in full of all bills rendered by AT&T CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date").
- 10.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-12STATE as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.
- 10.1.5.1 If any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than the AT&T SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than AT&T SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable AT&T-8STATE intrastate access services tariff for that state.
- 10.1.5.2 If any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to AT&T SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS will be governed by the AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state.
- 10.1.5.3 If any charge incurred under this Agreement that is billed out of any AT&T MIDWEST REGION 5-STATE billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 10.2 If any charge incurred by AT&T-13STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-13STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

- 10.3 CLEC shall make all payments to AT&T-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by AT&T-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T-12STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by AT&T-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-12STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 10.3.2 CLEC must make all payments to AT&T CONNECTICUT in "immediately available funds." All payments to AT&T CONNECTICUT must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by AT&T CONNECTICUT. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T CONNECTICUT will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by AT&T CONNECTICUT no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T CONNECTICUT is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 10.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.
- 10.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.
- 10.6 Requirements to Establish Escrow Accounts.
- 10.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 10.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 10.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 10.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
- 10.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 10.6.2.1 The escrow account must be an interest bearing account;

- 10.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 10.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 10.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 10.6.2.5 disbursements from the escrow account will be limited to those:
 - 10.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 10.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7; or
 - 10.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7.
- 10.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.
- 10.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.
- 10.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
 - 10.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 10.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
 - 10.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
 - 10.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.1.5.
- 10.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.7.1.1 and Section 10.7.1.3 are completed within the times specified therein.
 - 10.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 10.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

10.9.1 Each additional copy of any bill provided for billing from AT&T SOUTHWEST REGION 5-STATE's CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

10.9.2 Bills provided to CLEC from AT&T SOUTHWEST REGION 5-STATE's CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

10.10 Exchange of Billing Message Information

10.10.1 AT&T-13STATE will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by AT&T-13STATE 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 AT&T-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-13STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-13STATE in connection with Resale Service provided by AT&T-13STATE. Procedures and processes for implementing the interfaces with AT&T-13STATE will be included in implementation requirements documentation.

10.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to AT&T-13STATE a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

10.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-13STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

10.10.4 AT&T SOUTHWEST REGION 5-STATE will bill CLEC for Usage Extract furnished by AT&T SOUTHWEST REGION 5-STATE in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information Data (Daily Usage) per message" or "Provision of Message Detail a.k.a. Daily Usage File (DUF)."

10.10.5 Interexchange call detail on Resale Services that is forwarded to AT&T-13STATE for billing, which would otherwise be processed by AT&T-13STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-13STATE records the message.

10.11 When CLEC serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, except in AT&T Connecticut. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

11. **NONPAYMENT AND PROCEDURES FOR DISCONNECTION**

11.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 11.1 through 11.7, inclusive, shall be applied separately for each such state.

11.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale

Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

11.2.1 AT&T INDIANA will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

11.2.2 AT&T KANSAS will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.2.3 AT&T MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12.4.1 of this Agreement, together with the reasons for its dispute; and

11.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

11.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 10.6; and

11.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Intercarrier Compensation] has been deposited into an escrow account that complies with Section 10.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.

11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.

11.5 AT&T-12STATE

11.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 11.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 within the time specified in Section 11.3, (c) timely furnish any assurance of payment requested in accordance with Section 9 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

11.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

11.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled

Network Elements, Collocation, functions, facilities, products or services under this Agreement.

11.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.5.1, Section 11.5.1.1 and Section 11.5.1.2:

11.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

11.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

11.6 AT&T MIDWEST REGION 5-STATE only

11.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

11.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

11.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

11.7 AT&T-7STATE only

11.7.1 Any demand provided by AT&T-7STATE to CLEC under Section 11.5.1 will further specify that upon disconnection of CLEC, AT&T-7STATE will cause CLEC's End Users that are provisioned through Resale Services to be transferred to AT&T-7STATE local service.

11.7.1.1 A copy of the demand provided to CLEC under Section 11.7.1 will be provided to the Commission.

11.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by AT&T KANSAS will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.3 On the same date that Resale Services to CLEC are disconnected, AT&T-7STATE will transfer CLEC's End Users provisioned through Resale Services to AT&T-7STATE's local service. To the extent available at retail from AT&T-7STATE, the Resale End Users transferred to AT&T-

7STATE's local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, AT&T-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

11.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to AT&T MISSOURI will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.3.2 AT&T-7STATE will inform the Commission of the names of all Resale End Users transferred through this process.

11.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to AT&T-7STATE as specified in Section 11.7.3 will be billed to CLEC.

11.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 11.7.2. AT&T-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to AT&T-7STATE local service in connection with such disconnection.

11.7.4 Within five (5) calendar days following the transfer, AT&T-7STATE will notify each transferred Resale End User that because of CLEC's failure to pay AT&T-7STATE, the End User's local service is now being provided by AT&T-7STATE. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

11.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 11.7.3.3.

11.7.6 If any Resale End User transferred to AT&T-7STATE's local service under Section 11.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, AT&T-7STATE may terminate the transferred Resale End User's service.

11.7.6.1 AT&T-7STATE will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 11.7.5.

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

11.7.6.2.1 in AT&T CALIFORNIA only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, AT&T CALIFORNIA will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

11.8 AT&T CONNECTICUT only

11.8.1 For nonpayment and procedures for disconnection for AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

11.9 Limitation on Back-billing and Credit Claims:

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

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

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

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

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

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

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

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

12.3.1.1 Service Center (AT&T MIDWEST REGION 5-STATE), LSC (AT&T-7STATE) or LEC-C (AT&T CONNECTICUT) or Collocation Service Center (CSC);

12.3.1.2 Informal Dispute Resolution; and

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

12.4 LSC/Service Center/LEC-C or CSC Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-13STATE for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

- 12.4.1 If the written notice given pursuant to Section 12.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 12.4 shall be used and the dispute shall first be referred to the appropriate service center AT&T MIDWEST REGION 5-STATE Service Center; AT&T-7STATE Local Service Center (LSC); AT&T CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 12.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 12.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.
- 12.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-13STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 12.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-13STATE will notify CLEC of the status of the dispute and the expected resolution date.
- 12.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 12.4.1), AT&T-13STATE will notify CLEC of the status of the dispute and the expected resolution date.
- 12.4.4 Any notice of Disputed Amounts given by AT&T-13STATE to CLEC pursuant to Section 12.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T-13STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided AT&T-13STATE furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify AT&T-13STATE of the status of the dispute and the expected resolution date.
- 12.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 12.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 of this Agreement.
- 12.5 Informal Resolution of Disputes
- 12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 or Section 12.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from

discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the 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.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.

12.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below:

12.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3, the Parties will annualize the actual number of months billed.

12.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 12.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

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

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

12.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

12.7 Arbitration

12.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (AT&T SOUTHWEST REGION 5-STATE); Chicago, Illinois (AT&T MIDWEST REGION 5-STATE), San Francisco, California (AT&T CALIFORNIA); Reno, Nevada (AT&T NEVADA); or New Haven, Connecticut (AT&T CONNECTICUT), as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any

event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13. AUDITS – APPLICABLE IN AT&T-12STATE ONLY

- 13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 13.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 13.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the

form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

- 13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Audits - AT&T CONNECTICUT only

- 13.2.1 Except as provided in Appendix Compensation, AT&T CONNECTICUT shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by AT&T CONNECTICUT, CLEC and all other CLECs doing business with AT&T CONNECTICUT under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of AT&T CONNECTICUT's billing and invoicing.
- 13.2.2 AT&T CONNECTICUT will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate AT&T CONNECTICUT employees, books, records and other documents reasonably necessary to perform the audit.
- 13.2.3 AT&T CONNECTICUT shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to AT&T CONNECTICUT by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. AT&T CONNECTICUT will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from AT&T CONNECTICUT, however, AT&T CONNECTICUT shall be entitled to recover interest at the interest rate referenced in Section 10.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to AT&T CONNECTICUT.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

15. LIMITATION OF LIABILITY

- 15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.
- 15.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.
- 15.4 Neither CLEC nor AT&T-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 15.5 AT&T-13STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-13STATE's gross negligence or willful misconduct. AT&T-13STATE does not guarantee or make any warranty with

- respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services when used in an explosive atmosphere.
- 15.6 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-13STATE under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 15.7 AT&T-13STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 15.8 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16. INDEMNITY

- 16.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 16.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, Collocation, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement involving:

- 16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.
- 16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 16.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services; provided under this Agreement; and
- 16.4.1.2.2 no infringement would have occurred without such modification.
- 16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 16.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-13STATE's network and to unbundle and/or combine AT&T-13STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 16.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
- 16.5.1.1 AT&T-13STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as AT&T-13STATE.
- 16.5.1.2 AT&T-13STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by AT&T-13STATE.
- 16.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-13STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to

AT&T-13STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-13STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

16.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 18.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including AT&T-13STATE.

16.5.2 AT&T-13STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in AT&T-13STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-13STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.5.3 AT&T-13STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-13STATE's network and unbundling and/or combining AT&T-13STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-13STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.6 CLEC shall reimburse AT&T-13STATE for damages to AT&T-13STATE's facilities utilized to provide Collocation, Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-13STATE. Upon reimbursement for damages, AT&T-13STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-13STATE for the damages to the extent of such payment.

16.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-13STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

16.8 Indemnification Procedures

16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

- 16.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 16.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 16.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 16.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 16.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 22.

17. PERFORMANCE MEASURES

- 17.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of AT&T-13STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

18. INTELLECTUAL PROPERTY

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

19. NOTICES

19.1 Subject to Section 19.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

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 in sections 19.1.1, 19.1.2, or 19.1.3.

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

19.1.5.1 the date of actual receipt,

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

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

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

19.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<u>AT&T-13STATE</u> CONTACT
NAME/TITLE	Peter Russo Director Finance	Contract Management ATTN: Notices Manager
STREET ADDRESS	223 Sunset Ave Suite 223	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Palm Beach, FL 33480	Dallas, TX 75202-5398
FACSIMILE NUMBER	(561) 832-8377	(214) 464-2006

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

19.2 AT&T-13STATE communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

19.3 In the AT&T-13STATE's Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

19.4 In AT&T-13STATE CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

19.5 AT&T SOUTHWEST REGION 5-STATE only:

19.5.1 AT&T SOUTHWEST REGION 5-STATE shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide AT&T SOUTHWEST REGION 5-STATE with a toll free facsimile number for notices from AT&T SOUTHWEST REGION 5-STATE relating to requests for Resale Services and Lawful Unbundled Network Elements under this Agreement.

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. **NO LICENSE**

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

22. **CONFIDENTIALITY**

22.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

22.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an end user customer).

22.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or data prior to disclosure and are bound by

confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.

- 22.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

23. INTERVENING LAW

- 23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), AT&T-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. 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/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24. GOVERNING LAW

24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

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. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Applies to AT&T-12STATE only

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

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

26.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-12STATE is free to reclaim the Lawful UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

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

26.2 Applies to AT&T CONNECTICUT only

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

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

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 warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

27.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

28. LAW ENFORCEMENT

28.1 AT&T-12STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

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

28.1.2 Subpoenas:

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

28.1.3 Emergencies:

28.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End

User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

- 28.2 AT&T CONNECTICUT and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31. SUBCONTRACTING

- 31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

- 31.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 32.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-13STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-13STATE or any person acting on behalf of AT&T-13STATE, 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-13STATE or any person acting on behalf of AT&T-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-13STATE or any person acting on behalf of AT&T-13STATE.
- 32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-13STATE's request, indemnify, defend, and hold harmless AT&T-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 32.4 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.
- 32.5 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.

- 32.6 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.

33. FORCE MAJEURE

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

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful 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.
- 34.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.
- 34.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for

- such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 34.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful 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.
- 34.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 19 hereof.

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

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

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-13STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is

violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 AT&T-13STATE will provide SS7 signaling pursuant to applicable access tariff.

38. CUSTOMER INQUIRIES

38.1 Except as otherwise required by Section 26.1, 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.

38.2 Except as otherwise required by Section 26.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

38.2.1 Provide the number described in Section 42 to callers who inquire about the other Party's services or products; and

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

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

38.4 CLEC acknowledges that AT&T-13STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

39.1 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.

39.2 AT&T-12STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

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

41. SURVIVAL

41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 7.5; Section 7.6; Section 9.3; Section 10.1; Section 10.4; Section 10.5; Section 10.6; Section 10.7; Section 10.8; Section 12; Section 13; Section 15; Section 16; Section 17; Section 18.1; Section 20; Section 21; Section 22; Section 24; Section 27.4; Section 28.1.3; Section 34; Section 35 and Section 43.

42. SCOPE OF AGREEMENT

- 42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 42.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

43. AMENDMENTS AND MODIFICATIONS

- 43.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. AT&T-12STATE and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 43.2 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.

44. APPENDICES INCORPORATED BY REFERENCE

- 44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
- 44.1.1 AT&T-13STATE shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.
- 44.2 COLLOCATION -- SECTION 251(c)(6)
- 44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.
- 44.3 DIALING PARITY -- SECTION 251(b)(3)
- 44.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 44.3.2 AT&T-12STATE shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.
- 44.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)
- 44.4.1 AT&T-13STATE shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

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

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

44.6 OTHER SERVICES

44.6.1 911 and E911 Services

44.6.1.1 AT&T-13STATE will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is/are attached hereto and incorporated herein by reference.

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

44.6.1.2.1 The Parties agree that CLEC will have to establish 911 trunking or interconnection to AT&T MIDWEST REGION 5-STATE's 911 Selective Routers, and therefore AT&T-13STATE shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

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

44.6.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to AT&T-13STATE, and, following AT&T-13STATE's processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on AT&T-13STATE's prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

44.6.1.2.4 CLEC agrees to indemnify and hold AT&T-13STATE harmless from the consequences of CLEC's decision to not interconnect with AT&T-13STATE's 911 Selective Routers. The provisions of General Terms and Conditions Section 16 shall apply to such indemnification.

44.6.2 Directory Assistance (DA)

44.6.2.1 AT&T-13STATE will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

44.6.3 Hosting

44.6.3.1 At CLEC's request, AT&T-10STATE shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via AT&T-10STATE's internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which is/are attached hereto and incorporated herein by reference.

44.6.4 Operator Services (OS)

44.6.4.1 AT&T-13STATE shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which **is/are** attached hereto and incorporated herein by reference.

44.6.5 Publishing and Directory

43.6.5.1 AT&T-13STATE will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which **is/are** attached hereto and incorporated herein by reference.

44.6.6 Resale--Sections 251(b)(1)

43.6.6.1 AT&T-13STATE shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which **is/are** attached hereto and incorporated herein by reference.

44.6.7 Transmission and Routing of Switched Access Traffic Pursuant TO 251(c)(2)

44.6.7.1 AT&T-13STATE shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

44.6.8 Transmission and Rourting of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

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

44.6.9 Lawful Unbundled Network Elements -- Sections 251(c)(3)

44.6.9.1 Pursuant to the applicable Appendix Lawful UNEs, which **is/are** attached hereto and incorporated herein by reference, AT&T-13STATE will provide CLEC access to Lawful UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to AT&T-13STATE under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. **AUTHORITY**

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

46. COUNTERPARTS

46.1 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.

47. ENTIRE AGREEMENT

47.1 AT&T-12STATE

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

47.2 AT&T CONNECTICUT


47.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties predating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

Signatures

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

YMax Communications Corp.

Pacific Bell Telephone Company d/b/a AT&T
California, The Southern New England Telephone
Company d/b/a AT&T Connecticut, Illinois Bell
Telephone Company d/b/a AT&T Illinois, Indiana Bell
Telephone Company Incorporated d/b/a AT&T
Indiana, Michigan Bell Telephone Company d/b/a
AT&T Michigan, Nevada Bell Telephone Company
d/b/a AT&T Nevada, The Ohio Bell Telephone
Company d/b/a AT&T Ohio, Southwestern Bell
Telephone, L.P. 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
Operations, Inc., its authorized agent

Signature: 

Name: PETER RUSSO
(Print or Type)

Title: DIRECTOR OF FINANCE
(Print or Type)

Date: 6/28/06

Signature: 

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 7/6/06

	<u>OCN #</u>	<u>ACNA</u>
ARKANSAS	<u>594D</u>	<u>YMX</u>
CALIFORNIA	<u>594D</u>	<u>YMX</u>
CONNECTICUT	<u>594D</u>	<u>YMX</u>
ILLINOIS	<u>594D</u>	<u>YMX</u>
INDIANA	<u>594D</u>	<u>YMX</u>
KANSAS	<u>594D</u>	<u>YMX</u>
MICHIGAN	<u>594D</u>	<u>YMX</u>

	<u>OCN #</u>	<u>ACNA</u>
MISSOURI	<u>594D</u>	<u>YMX</u>
NEVADA	<u>594D</u>	<u>YMX</u>
OHIO	<u>594D</u>	<u>YMX</u>
OKLAHOMA	<u>594D</u>	<u>YMX</u>
TEXAS	<u>594D</u>	<u>YMX</u>
WISCONSIN	<u>594D</u>	<u>YMX</u>

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

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

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **"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.
- 1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **AT&T-13STATE**.
- 2.3 **AT&T-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

- 2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

¹ AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring Lawful UNE rates.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE 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 Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-13STATE 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-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE'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-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

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, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, 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 arrangement (e.g., 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.

- 1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-13STATE's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-13STATE'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-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T-13STATE 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 a Collocator 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 Collocator'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 a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator'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 the Collocator, (e.g., brighter lighting above the Collocator'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-13STATE 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-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.

- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE'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-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-13STATE 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-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 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-13STATE and for Collocator in AT&T-13STATE eligible structures in all collocation footprints areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 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-13STATE and for Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE 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 Collocators in all 13 states of the AT&T-13STATE 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 Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE 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-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator 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 the Collocator'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 Collocator'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-13STATE's network.
- 2.28 **Unused Space** - Any space (i) existing in AT&T-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE's or any third party, (iii) that is not occupied by AT&T-13STATE'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-13STATE'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-13STATE's or Requesting Collocator'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-13STATE's warranty on proximate.

3. GENERAL

3.1 Certification

- 3.1.1 The Collocator 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-13STATE 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-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

- 3.3.1 The Collocator 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-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE 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 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-13STATE 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-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

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

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 the Collocator 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-13STATE 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-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-13STATE 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

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T-13STATE or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Collocator or its agents or employees.

4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such

Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 Coverage Requirements

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

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

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

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

4.4.1.1.6 AT&T-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING AT&T-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

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

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

5.2 Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

5.3 AT&T-13STATE shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-

13STATE and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator'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-13STATE 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-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 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-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE 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-13STATE 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-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator 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 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE

will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.sbc.com/clec>.

6.1.1.3 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE 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-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T-13STATE'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-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE 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-13STATE's expense.

6.1.1.5.2 AT&T-13STATE'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-13STATE'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-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE 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-13STATE 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-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.

6.1.1.6 Collocator 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-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-13STATE is responsible for providing the Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. 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-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Collocator 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-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Collocator 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-13STATE shall inform the Collocator 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 the Collocator'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 the Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator'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-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator 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 the Collocator'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-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator 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-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of

interconnection and access to UNEs. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-13STATE 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-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-13STATE 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-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-13STATE. AT&T-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-13STATE will permit Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-13STATE will offer the following

increments of power to the Adjacent Structure: AT&T-13STATE 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-13STATE 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, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.

7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE 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 the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE 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 the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot

meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-13STATE 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-13STATE'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, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Collocator 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-13STATE'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-13STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-13STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

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-13STATE 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-13STATE'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-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each

requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

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

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-13STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE'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-13STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE'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 the Collocator.

8.1.4.4 AT&T-13STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor 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-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE'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-13STATE representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing

the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-13STATE. The Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-13STATE 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-13STATE to justify the basis for any denial of collocation requests.

8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE 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-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE 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-13STATE 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-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.sbc.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-13STATE.

8.1.5.1.1 A Collocator wishing AT&T-13STATE 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-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's

application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Collocator 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-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator 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 a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

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

8.1.5.4 Should the Collocator 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 the Collocator 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-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator 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 the Collocator. 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-13STATE 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-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE 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 the Collocator.

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-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1A shorter interval may apply where Collocator 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-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator'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-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Collocator 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 the Collocator 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 a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE 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-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-13STATE'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 the Collocator'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 the Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-13STATE'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-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Collocator 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-13STATE 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 the Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE 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-13STATE, Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE

to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE'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 the Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Collocator shall be liable 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 Collocator's request, AT&T-13STATE will provide the Collocator 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-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator 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 Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE 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-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, 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 Collocator 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 Collocator to complete its work or occupy the space.

8.4.2 Collocator 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-13STATE's network or obtain access to AT&T-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.

- 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
- 8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" **except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator'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 the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator'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-13STATE.
- 8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE'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-13STATE.
- 8.4.3 If the Collocator 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 Collocator 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-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE or obtain access to AT&T-13STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's network or to obtain access to AT&T-13STATE's UNEs, for the purpose of providing this service.
- 8.4.5 If the Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.
- 8.5 Relocation
- 8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible

Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Collocator(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-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator 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-13STATE, 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-13STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE 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-13STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE 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-13STATE 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-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

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

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

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

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by AT&T-13STATE of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T-13STATE may change its billing date practices upon thirty (30) day's notice to the Collocator.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date,

give written notice to AT&T-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 8.9.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Collocator shall pay all undisputed amounts to AT&T-13STATE when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

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

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Collocator and AT&T-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and AT&T-13STATE (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, AT&T-13STATE shall make an investigation as shall be required to report the

results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, AT&T-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Collocator must notify AT&T-13STATE in writing within thirty (30) days following receipt of the results of AT&T-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T-13STATE of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

8.9.7.2 Billing Disputes Subject to Mandatory Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.

8.9.7.3 Billing Disputes Subject to Elective Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

- 8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.
- 8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.
- 8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

- 8.9.9.1 Immediately upon resolution of any billing dispute, AT&T-13STATE and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:
- 8.9.9.1.1 AT&T-13STATE shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T-13STATE shall be disbursed to AT&T-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay AT&T-13STATE any difference between the amount of accrued interest AT&T-13STATE received from the escrow disbursement and the amount of Late Payment Charges AT&T-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

- 8.9.10.1 Failure by the Collocator to pay any charges determined to be owed to AT&T-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

8.11.2 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.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T-13STATE 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-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-13STATE 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-13STATE and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the

request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-13STATE 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-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

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, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-13STATE'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 operations matter, preclude the Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE 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 the Collocator 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 the Collocator 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 the Collocator 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-13STATE's property.

10.1.4 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the

Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T-13STATE 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 the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-13STATE'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 a Collocator, is limited to the extent that AT&T-13STATE 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-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-13STATE 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-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Collocator, a Collocator may make arrangements for receipt

and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE'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, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Collocator in accordance with AT&T-13STATE'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 Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-13STATE 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 Collocators, 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, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, 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-13STATE.

- 11.2 A Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:
- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or
 - (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").
- 11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.
- 11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator'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-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator 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-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.
- 11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE 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-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than

Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(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 Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(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 Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator 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-13STATE or for access to AT&T-13STATE's Unbundled Network Elements. AT&T-13STATE shall provide Collocator access to AT&T-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Collocator's Resident Collocators access to AT&T-13STATE's Unbundled Network Elements or AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.
- 11.7 Interconnection to Others
 - 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators 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-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator 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-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' 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-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator 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 the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.
- 13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

14.2 Maintenance

14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

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-13STATE 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-13STATE's RIGHT OF ACCESS

15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-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-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-13STATE 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-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

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

billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary 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, the Collocator shall pay AT&T-13STATE 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 the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

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

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-13STATE 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 the Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE 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-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Collocator's equipment and for

extraordinary costs to maintain the Collocation space for Collocator'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 Collocator).

17.6.1 AT&T-13STATE 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-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator'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 the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

18.1 The Collocator may elect to have AT&T-13STATE provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator 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-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a 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 Collocator provided equipment that requires AT&T-13STATE 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 Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator

for space. However, AT&T-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE 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 the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 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 the Collocator elects to install, or requests that AT&T-13STATE 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-13STATE within AT&T-13STATE:

- 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-13STATE 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-13STATE 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 the Collocator 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-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- 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-13STATE 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-13STATE 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 the Collocator for its power arrangement. By way of example, where Collocator 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 Collocator 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 the Collocator for its power arrangement. By way of example, where Collocator 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-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Collocator 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 the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

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 the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

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-13STATE 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 Collocators 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), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE 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 the Collocator-provided facility between AT&T-13STATE 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-13STATE in pulling the Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator 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-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

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-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required

because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

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-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE 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-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Collocator'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 Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE 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 Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Collocator 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 Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Collocator will be

billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE 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 a Collocator 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-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-13STATE 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 a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-13STATE 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 the Collocator'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 the Collocator 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-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are 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 a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and

AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE 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-13STATE 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-13STATE 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-13STATE 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, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator 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 Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE 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-13STATE rack level. Collocator must use an AT&T-13STATE 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 Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-13STATE 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, the Collocator's AT&T-13STATE 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 the AT&T-13STATE 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

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.
- 19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.
- 19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- AT&T-13STATE equipment and other items.
- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in

Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement “as is” which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator 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 the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Collocator 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. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator 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-13STATE BDFB or a AT&T-13STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE 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-13STATE 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), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE 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, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Collocator must use a AT&T-13STATE 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 the Collocator 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), the Collocator 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 the Collocator 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 the Collocator 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), the Collocator 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 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator 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. The AT&T-13STATE 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, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Collocator must use an AT&T-13STATE 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 the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-13STATE 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-13STATE 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-13STATE 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

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.
- (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-13STATE 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-13STATE 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-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-

13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.

- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE 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-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE'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-13STATE 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 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.

- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE 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 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-13STATE will notify Collocator 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 a Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. 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-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the

Collocator. The Collocator must provide AT&T-13STATE, 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-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

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

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE 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-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-13STATE.

21.5.5 For the following Augments, the Collocator 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-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

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

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional 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-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE'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-13STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator 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 the Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE 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-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE 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 the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE 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 the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE 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 the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE 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 Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-13STATE 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-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-13STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE'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-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided Lawful UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator 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 the Collocator and AT&T-13STATE. 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 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.sbc.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's Lawful UNEs "for the provision of a telecommunications service."
 - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be

considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2) requested by Collocator and accepted by AT&T-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE 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-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE'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 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-13STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE 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-13STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE 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-13STATE'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-13STATE or (2) access to AT&T-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical 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-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE 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-13STATE and telecommunications carrier will mutually agree on

- the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE 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-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE'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-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE 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-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE 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-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross

Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T-13STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided Lawful UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE 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-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
 - 6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
 - 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

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

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With <u>AT&T-13STATE</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T-13STATE 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-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T-13STATE will be installing all or some of the bays. AT&T-13STATE considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

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

6.3 Installation of Virtual Collocation Equipment

- 6.3.1 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 AT&T-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and AT&T-13STATE 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-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
 - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
 - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
 - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-13STATE to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-13STATE 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-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE'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-13STATE is not responsible for and

will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-13STATE 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-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided Lawful UNEs in AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T-13STATE 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-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent

basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE'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-13STATE expressed as a monthly rate. AT&T-13STATE'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-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

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

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE 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-13STATE 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-13STATE 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-13STATE 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 the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and 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-13STATE'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-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

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

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

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

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

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

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

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE'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-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE 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-13STATE employee training.

12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber Pair)

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

12.4.18.2 Copper Cable (28 DS1s)

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

12.4.18.3 Coax Cable (1 DS3)

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

12.4.18.4 Cable Racking and Hole

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

12.4.18.5 Route Design

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

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-13STATE's provided Lawful UNEs in AT&T-13STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable

data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

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

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

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

12.5.4 24-Foot CEV

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

12.5.5 16-Foot CEV

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

12.5.6 Maxi-Hut

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

12.5.7 Mini-Hut

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

12.5.8 Large Cabinet

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

12.5.9 Medium Cabinet

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

12.5.10 Small Cabinet

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

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or

fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE 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-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE 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-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE 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-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.

13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of AT&T-13STATE

14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

14.1.2 Collocator shall indemnify and hold harmless AT&T-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

14.1.3 AT&T-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

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

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

- 14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 14.2.4 Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 14.2.5 AT&T-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
- 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

14.3 Conduct While in AT&T-13STATE Eligible Structures

14.3.1 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T-13STATE:

14.3.1.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE's property;

14.3.1.3 Threats or violent acts against other persons on AT&T-13STATE's property;

14.3.1.4 Knowing violations of any local, state or federal law on AT&T-13STATE's property;

14.3.1.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE's property; and

14.3.1.6 Carrying a weapon on AT&T-13STATE's property.

14.3.2 In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T-13STATE.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE'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 the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T-13STATE's Offices

16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 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-13STATE's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

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

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

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor

must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE'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-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE 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-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, 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-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE 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-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.

17.3.3 Cable Augments

- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
 - 17.3.3.1.2 48 DS3 connections and/or
 - 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
 - 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where

necessary elements such as overhead racking and power does not 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.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE'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-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

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

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

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

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed

as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE 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.

ATT-13STATE
COLLOCATION RATE SUMMARY
February 13, 2006

ATT 13-STATE/YMAX COMMUNICATIONS CORP.
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	Planning	Per Request	NRFCF		\$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
16	POWER PROVISIONING				
17	Power Panel:				
18	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	Power Cable and Infrastructure:				
21	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	Equipment Grounding:				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	DC POWER AMPERAGE CHARGE				
31	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	Per Amp	Per Amp	S8GCR	\$10.61	
33	FIBER CABLE PLACEMENT				
34	Central Office:				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	MISCELLANEOUS & OPTIONAL COST:				
38	MISCELLANEOUS COSTS				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
41	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	CAGE COMMON COSTS				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	INTERCONNECTION COSTS:				
47	ILEC TO CLEC CONNECTION				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49
55	CLEC TO CLEC CONNECTION				
56	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	Route Design		NRFCX		\$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	TIME SENSITIVE ACTIVITIES				
64	PRE-VISITS				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	NRFCF		\$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
69	CONSTRUCTION VISITS				
70	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72					
73	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	REAL ESTATE				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	

ATT-13STATE
COLLOCATION RATE SUMMARY
February 13, 2006

ATT 13-STATE/YMAX COMMUNICATIONS CORP.
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
78	COMMON SYSTEMS				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	PLANNING				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	Planning	Per Request	NRFCB		\$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00
87	POWER PROVISIONING				
88	Power Panel:				
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	Power Cable and Infrastructure:				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	Equipment Grounding:				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	DC POWER AMPERAGE CHARGE				
101	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	Per Amp	Per Amp	S8GCR	\$10.61	
103	FIBER CABLE PLACEMENT				
104	Central Office:				
105	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	MISCELLANEOUS & OPTIONAL COST:				
108	MISCELLANEOUS COSTS				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
111	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	CAGE COMMON COSTS				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	INTERCONNECTION COSTS:				
117	ILEC TO CLEC CONNECTION				
118	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	CLEC TO CLEC CONNECTION				
126	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	Route Design		NRFCX		\$424.88
130	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	TIME SENSITIVE ACTIVITIES				
134	PRE-VISITS				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	CONSTRUCTION VISITS				
140	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142					
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
144	CAGELESS				
145	REAL ESTATE				
146	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
147	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
148	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
149	COMMON SYSTEMS				
150	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
151	PLANNING				
152	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
153	Planning	Per Request	NRFCJ		\$4,601.93
154	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04

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ATT 13-STATE/YMAX COMMUNICATIONS CORP.
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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
157	POWER PROVISIONING				
158	Power Panel:				
159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	Power Cable and Infrastructure:				
162	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	Equipment Grounding:				
170	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	DC POWER AMPERAGE CHARGE				
172	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	Per Amp	Per Amp	S8GCR	\$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	FIBER CABLE PLACEMENT				
176	Central Office:				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	CEV, HUT & Cabinets:				
180	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	MISCELLANEOUS & OPTIONAL COST:				
183	MISCELLANEOUS COSTS				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
186	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	CAGELESS / POT BAY OPTIONS				
190	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	CEV, HUT, CABINET				
201	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	INTERCONNECTION COSTS:				
209	ILEC TO CLEC CONNECTION				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	CLEC TO CLEC CONNECTION				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	Route Design		NRFCX		\$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	PROJECT MANAGEMENT				
226	CEV, HUT & CABINET				
227	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
228	TIME SENSITIVE ACTIVITIES				
229	PRE-VISITS				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	CONSTRUCTION VISITS				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237					
238	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
238	CAGELESS				
239	REAL ESTATE				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	COMMON SYSTEMS				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	PLANNING				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	Planning	Per Request	NRFCJ		\$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
252	POWER PROVISIONING				
253	Power Panel:				
254	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	Power Cable and Infrastructure:				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	Equipment Grounding:				
264	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	DC POWER AMPERAGE CHARGE				
266	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	Per Amp	Per Amp	S8GCR	\$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	FIBER CABLE PLACEMENT				
270	Central Office:				
271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	CEV, HUT & Cabinets:				
274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	MISCELLANEOUS & OPTIONAL COST:				
277	MISCELLANEOUS COSTS				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
280	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	CAGELESS / POT BAY OPTIONS				
284	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
292	CEV, HUT, CABINET				
293	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	INTERCONNECTION COSTS:				
301	ILEC TO CLEC CONNECTION				
302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
309	CLEC TO CLEC CONNECTION				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	Route Design		NRFCX		\$424.88
314	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	PROJECT MANAGEMENT				
318	CEV, HUT & CABINET				
319	Project Coordination	Per CLEC Application	NRFCF		\$631.17
320	TIME SENSITIVE ACTIVITIES				
321	PRE-VISITS				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCF		\$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	CONSTRUCTION VISITS				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329					
330	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
331	REAL ESTATE				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	COMMON SYSTEMS				
336	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	PLANNING				
338	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	Planning	Per Request	NRFCJ		\$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
344	POWER PROVISIONING				
345	Power Panel:				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	Power Cable and Infrastructure:				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	Equipment Grounding:				
357	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	DC POWER AMPERAGE CHARGE				
359	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	Per Amp	Per Amp	S8GCR	\$10.61	
361	FIBER CABLE PLACEMENT				
362	Central Office:				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
365	MISCELLANEOUS & OPTIONAL COST:				
366	MISCELLANEOUS COSTS				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
369	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	CAGE COMMON COSTS				
373	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	INTERCONNECTION COSTS:				
375	ILEC TO CLEC CONNECTION				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383					

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
384	COMMON				
385	REAL ESTATE				
386	Site Conditioning	Per Bay	S8GCL		\$92.81
387	Safety & Security	Per Frame	S8GCN		\$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	COMMON SYSTEMS				
390	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	PLANNING				
392	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	Planning	Per Request	NRFCJ		\$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	POWER PROVISIONING				
399	Power Panel:				
400	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	Power Cable and Infrastructure:				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	Equipment Grounding:				
410	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	DC POWER AMPERAGE CHARGE				
412	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	Per Amp	Per Amp	S8GCR	\$10.61	
414	FIBER CABLE PLACEMENT				
415	Central Office:				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	MISCELLANEOUS & OPTIONAL COST:				
419	MISCELLANEOUS COSTS				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
422	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	CAGE COMMON COSTS				
426	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	INTERCONNECTION COSTS:				
428	ILEC TO CLEC CONNECTION				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436					
437	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	REAL ESTATE				
439	Site Conditioning	Per Frame	S8FX5		\$92.81
440	Safety & Security	Per Frame	S8FX6		\$195.57
441	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	COMMON SYSTEMS				
443	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	PLANNING				
446	Planning	Per Request	NRM99		\$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	POWER PROVISIONING				
451	Power Cable and Infrastructure:				
452	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	Equipment Grounding:				
459	Ground Cable Placement	Per Frame	S8F69	\$0.36	

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
460	DC POWER AMPERAGE CHARGE				
461	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	Per Amp	Per Amp	S8FXN	\$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
464	FIBER CABLE PLACEMENT				
465	Central Office:				
466	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	CEV, HUT & Cabinets:				
469	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	MISCELLANEOUS & OPTIONAL COST:				
472	MISCELLANEOUS COSTS				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
475	VIRTUAL FRAME OPTIONS				
476	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	CEV, HUT, CABINET				
478	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	INTERCONNECTION COSTS:				
486	ILEC TO CLEC CONNECTION				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	VIRTUAL TO VIRTUAL CONNECTION				
495	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	Route Design		NRLWF		\$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	PROJECT MANAGEMENT				
503	CEV, HUT & CABINET				
504	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
505	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	CENTRAL OFFICE TYPE				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	CEV, HUT & CABINET				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	ADDITIONAL LABOR ELEMENTS				
517	TRAINING				
518	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	EQUIPMENT EVALUATION COST				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	TEST AND ACCEPTANCE				
525	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526					
527	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	REAL ESTATE				
529	Site Conditioning	Per Frame	S8FX5		\$92.81
530	Safety & Security	Per Frame	S8FX6		\$195.57
531	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	COMMON SYSTEMS				
533	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
535	PLANNING				
536	Planning	Per Request	NRM99		\$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	POWER PROVISIONING				
541	Power Cable and Infrastructure:				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	Equipment Grounding:				
548	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	DC POWER AMPERAGE CHARGE				
550	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	Per Amp	Per Amp	S8FXN	\$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	FIBER CABLE PLACEMENT				
554	Central Office:				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	CEV, HUT & Cabinets:				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	MISCELLANEOUS & OPTIONAL COST:				
561	MISCELLANEOUS COSTS				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
564	VIRTUAL FRAME OPTIONS				
565	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	CEV, HUT, CABINET				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	INTERCONNECTION COSTS:				
575	ILEC TO CLEC CONNECTION				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	VIRTUAL TO VIRTUAL CONNECTION				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	Route Design		NRML9		\$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	PROJECT MANAGEMENT				
592	CEV, HUT & CABINET				
593	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	CENTRAL OFFICE TYPE				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	CEV, HUT & CABINET				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	ADDITIONAL LABOR ELEMENTS				
606	TRAINING				
607	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	EQUIPMENT EVALUATION COST				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
613	TEST AND ACCEPTANCE				
614	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615					
616	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
617	ADJACENT ON-SITE PLANNING				
618	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	REAL ESTATE				
621	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	POWER PROVISIONING				
623	Power Cable and Infrastructure:				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	AC Service:				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	AC Usage	Per KWH	S8GEO	\$0.05	
631	DC POWER AMPERAGE CHARGE				
632	Per Amp	Per Amp	S8GCR	\$10.61	
633	FIBER CABLE PLACEMENT				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	CABLE RACK				
637	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	CONDUIT PLACEMENT				
641	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	INTERCONNECTION COSTS:				
645	ILEC TO CLEC CONNECTION				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVW	\$3.86	\$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653					
654	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
655	ADJACENT ON-SITE PLANNING				
656	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	REAL ESTATE				
659	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	POWER PROVISIONING				
661	Power Cable and Infrastructure:				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	AC Service:				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	AC Usage	Per KWH	S8GEO	\$0.05	
669	DC POWER AMPERAGE CHARGE				
670	Per Amp	Per Amp	S8GCR	\$10.61	
671	FIBER CABLE PLACEMENT				
672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	CABLE RACK				
675	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	CONDUIT PLACEMENT				
679	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	INTERCONNECTION COSTS:				
683	ILEC TO CLEC CONNECTION				
684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
689	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691					
692	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
693	ADJACENT OFF-SITE PLANNING				
694	Planning	Per Request	NRFA3		\$1,254.32
695	CONDUIT				
696	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	INTERCONNECTION COSTS:				
698	ILEC TO CLEC CONNECTION				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704					
705	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
706	ADJACENT OFF-SITE PLANNING				
707	Planning	Per Request	NRFA3		\$1,254.32
708	CONDUIT				
709	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	INTERCONNECTION COSTS:				
711	ILEC TO CLEC CONNECTION				
712	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717					
718	RATES AND CHARGES FOR				
719	COMPLETE SPACE DISCONTINUANCE				
720	Application Fee	Per Request	NRFX1		\$503.95
721	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738					
739	RATES AND CHARGES FOR				
740	SPACE REASSIGNMENT/RESTENCILING				
741	Application Fee	Per Request	NRFXK		\$503.95
742	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
743	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	Timing Record Book Update	Per element	NRFTX		\$45.98
751	Interconnection Records Update	Per element	NRFXU		\$296.61
752	Power Records Update	Per element	NRFXV		\$355.94
753	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754					
755	RATES AND CHARGES FOR				
756	POWER REDUCTION (CABLE REMOVAL)				
757	Application Fee	Per Request	NRFXX		\$503.95
758	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
759	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
760	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73

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761					
762	RATES AND CHARGES FOR				
763	POWER REDUCTION (REFUSING ONLY)				
764	Application Fee	Per Request	NRFY2		\$503.95
765	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
766	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
767	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
768	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
769	Power Records Update	Per element	NRFY7		\$355.94
770	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
771	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
772	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
773	Power Records Update	Per element	NRFYB		\$355.94
774	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775					
776	RATES AND CHARGES FOR				
777	INTERCONNECTION TERMINATION REDUCTION				
778	Application Fee	Per Request	NRFYD		\$503.95
779	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79
785					

APPENDIX DIRECT

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 The Southern New England Telephone Company (AT&T CONNECTICUT) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 AT&T-12STATE - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which AT&T-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 "Automated Message Accounting" (AMA) – Billing detail recordings in the switch.
- 2.2 "Call Processing Data Link" (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 "Data Terminating Equipment" (DTE) - A terminal attached to a data network as an End User node.
- 2.4 "Nortel Digital Multiplexing Switch" (DMS 200) - DMS performs base call processing functions and supports service capabilities.
- 2.5 "IBM RISC 6000 Processor" – The IBM platform that enables database search capabilities.
- 2.6 "Nortel Directory One" (D1) - D1 offers directory search applications built on a standard operating software environment.

- 2.7 **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **"Electronic White Pages" (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **"Nortel Interactive Voice System" (IVS)** - Peripheral off the switch that provides interactive audio.
- 2.10 **"Nortel Multi Purpose Position" (MP, MPX or MPX-IWS)** - Operator Workstations.
- 2.11 **"Non-Published Number" (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **"Operator Service Center" (OSC)** - Physical location of the Operators/workstations.
- 2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T-12STATE DA Operator.
- 2.14 **"Nortel Queue Management System" (QMS)** - Supports up to 255 unique queues on calls to operator positions.
- 2.15 **"Nortel Traffic Operating Position System" (TOPS)** - Performs base call processing functions and support service capabilities.
- 2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.
- 2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to AT&T-12STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address AT&T-12STATE will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from AT&T-12STATE's host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF AT&T-12STATE

- 4.1 AT&T-12STATE shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all AT&T-12STATE listings.
- 4.2 AT&T-12STATE shall provide DA listings to CLEC from its current DA records and in accordance with AT&T-12STATE's methods, practices, and procedures.
- 4.3 AT&T-12STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 AT&T-12STATE shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to AT&T-12STATE. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. AT&T-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. AT&T-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.

5.2.1 AT&T MIDWEST REGION 5-STATE – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and AT&T-12STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by AT&T-12STATE, and CLEC will reimburse AT&T-12STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless AT&T-12STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-12STATE employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 AT&T-12STATE - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of AT&T-12STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, AT&T-12STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from AT&T-12STATE's listing.

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APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which AT&T-13STATE agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, AT&T-13STATE will provide Directory Assistance (listing 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 and Dialing Parity Directory Listings in AT&T MIDWEST REGION 5-STATE (herein after collectively referred to as DAL):
 - 2.1.1 AT&T-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 AT&T-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call AT&T-13STATE's DA to obtain such information.
 - 2.1.3 Inasmuch as AT&T-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T-13STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.

- 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in AT&T-13STATE's DA database.
- 2.1.5 AT&T-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 AT&T-13STATE shall license its directory assistance listing information as defined in Exhibit A.
 - 2.1.5.2 AT&T-13STATE shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.5.3 AT&T-13STATE shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-13STATE will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
 - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
 - 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by AT&T-13STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
 - 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by AT&T shall remain the property of AT&T-13STATE. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of AT&T-13STATE's directory assistance listing information.

5. LIABILITY

- 5.1 AT&T-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE (or AT&T-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to AT&T-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of AT&T-13STATE.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX 911

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APPENDIX 911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable AT&T-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that AT&T-13STATE can only provide E911 Service in territory where an AT&T-13STATE is the E911 network provider, and then only that E911 service configuration as purchased by the E911 Customer or PSAP. AT&T-13STATE's E911 Selective Routers and E911 Database Management System are by mutual agreement being provided on an "as is" basis.
- 1.3 For CLECs with their own switches, AT&T-13STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 **"E911 Universal Emergency Number Service"** (also referred to as **"Expanded 911 Service"** or **"Enhanced 911 Service"**) or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.9 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

- 2.10 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 **"Selective Routing" and "Selective Router"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. AT&T-13STATE RESPONSIBILITIES

- 3.1 AT&T-13STATE shall provide and maintain such equipment at the 911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of AT&T-13STATE retail end users. AT&T-13STATE shall provide CLEC access to the AT&T-13STATE 911 System as described in this section.
- 3.2 Call Routing
 - 3.2.1 AT&T-13STATE will route 911 calls from the AT&T-13STATE Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 AT&T-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-13STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
 - 3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
 - 3.3.2 AT&T-13STATE will provide facilities to interconnect the CLEC to the AT&T-13STATE Selective Router, as specified in the applicable AT&T-13STATE Special Access tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-13STATE will provide such diversity where technically feasible, at standard AT&T-13STATE Special Access Tariff rates.
- 3.4 Database
 - 3.4.1 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE shall provide CLEC access to the E911 Database to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

- 3.4.2 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE shall coordinate access to the AT&T-13STATE DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4. CLEC RESPONSIBILITIES

- 4.1 Call Routing (for CLECs with their own switches)
 - 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T-13STATE Selective Router location.
 - 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-13STATE 911 Selective Router.
- 4.2 Facilities and Trunking (for CLECs with their own switches)
 - 4.2.1 CLEC shall provide interconnection with each AT&T-13STATE 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
 - 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.
 - 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 4.2.3.1 CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
 - 4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the AT&T-13STATE Selective Router.
 - 4.2.5 CLEC shall provide sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-13STATE 911 Selective Router.
 - 4.2.6 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
 - 4.2.7 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the AT&T-13STATE 911 Selective Router.
 - 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.
 - 4.2.9 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with AT&T-13STATE.

- 4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-13STATE 911 Selective Router(s). CLEC is responsible for advising AT&T-13STATE of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to CLEC if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database (applicable to all CLECs)
- 4.3.1 Once the 911 interconnection between CLEC and all appropriate AT&T-13STATE Selective Router(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-13STATE for inclusion in AT&T-13STATE's DBMS on a timely basis.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing AT&T-13STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-13STATE 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 For CLECs with their own switch(es), both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated AT&T-13STATE 911 Selective Router(s).
- 5.1.1 AT&T-13STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-13STATE Selective Router(s). CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.
- 5.2 911 Surcharge Remittance to PSAP
- 5.2.1 For CLECs with their own switch(es), the Parties agree that:
- 5.2.1.1 AT&T-13STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
- 5.2.1.2 AT&T-13STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
- 5.2.2 For CLEC Resellers, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:
- 5.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 5.2.2.2 AT&T-13STATE shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T-13STATE not later than forty-five (45) days prior to the passing of live traffic. AT&T-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to AT&T-13STATE prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in AT&T-13STATE's Appendix Pricing or applicable AT&T-13STATE Commission-approved access tariff.

9. LIABILITY

- 9.1 AT&T-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T-13STATE, CLEC shall not be liable to AT&T-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data

- processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-13STATE until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss arising out of AT&T-13STATE providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-13STATE.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and AT&T-13STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.5 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.6 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.9 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 AT&T-12STATE - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.11 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.12 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

- 1.13 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.14 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.15 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.16 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.17 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.18 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.19 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.20 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.21 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.22 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.23 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.24 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.25 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.26 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the AT&T SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT.
- 2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-13STATE local calling area and the local calling area of another AT&T-13STATE or LEC within one LATA within the respective state.

- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 "ISP-Bound Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-12STATE End Users. In AT&T CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via AT&T-13STATE Access or Local/Access Tandem Switches.
- 2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.
- 2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. AT&T-13STATE shall issue ASRs for one-way trunk groups originating at the AT&T-13STATE switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate AT&T-13STATE Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.4 Local Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

implementation schedule. AT&T-12STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 AT&T-13STATE deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-13STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE, and AT&T-2STATE. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each AT&T-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each AT&T-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-13STATE Local Tandem on the trunk groups defined below. AT&T-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-13STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-13STATE Local Tandem. If an AT&T-13STATE End Office does not subtend an AT&T-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by AT&T-13STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).
- 4.5 Trunk Configuration
 - 4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT
 - 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
 - 4.5.1.2 Any AT&T-13STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – AT&T-2STATE

- 4.5.2.1 When Interconnecting at AT&T-2STATE's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 4.5.2.2 When interconnecting at AT&T CALIFORNIA's DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at AT&T CALIFORNIA's 4E Access Tandems.

5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-13STATE End Users.
- 5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE.
- 5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
- 5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
- 5.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.
- 5.2.4 Where traffic from CLEC switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office.
- 5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.
- 5.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.
- 5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.
- 5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, AT&T-2STATE
- 5.3.1 Tandem Trunking – AT&T-2STATE and AT&T MIDWEST REGION 5-STATE
- 5.3.1.1 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE:
- 5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T-2STATE and AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – AT&T CONNECTICUT

5.3.2.1 In AT&T CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local Tandems in the LATA for calls destined to or from all AT&T CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-13STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When AT&T-13STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-13STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 AT&T-13STATE will not block switched access customer traffic delivered to any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-13STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-13STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: AT&T-13STATE

- 5.5.1 If CLEC chooses AT&T-13STATE to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-13STATE Access or Local/Access Tandem Switch.
- 5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-13STATE perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-13STATE over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-13STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-13STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.
- 5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to 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 CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the AT&T-13STATE E911 Selective Router switch that serves a specified geographic rate area.
- 5.6.2 In AT&T CONNECTICUT only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with AT&T-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the AT&T-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-12STATE

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-13STATE Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-13STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-13STATE's operator is under contract to verify the busy status of CLEC End Users, AT&T-13STATE will utilize a segregated one-way with MF signaling trunk group from AT&T-13STATE's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-13STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses AT&T-13STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-13STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-13STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-

100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-13STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-13STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: AT&T-13STATE**

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. **TRUNK SERVICING: AT&T-13STATE**

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

- 8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 8.3.1 In A Blocking Situation (Over-utilization)
- 8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-13STATE will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 8.3.1.2 In a blocking situation, AT&T-13STATE is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. AT&T-13STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.
- 8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.
- 8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.
- 8.3.2 Underutilization
- 8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.
- 8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If AT&T-13STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-13STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-13STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – AT&T SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-13STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 AT&T-13STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-13STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-13STATE ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: AT&T-13STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups 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 is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and AT&T-13STATE will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

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

10.3 Mass Calling

10.3.1 CLEC and AT&T-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

- 12.1 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-13STATE'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 and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
 - (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (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 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, AT&T-13STATE Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
 - 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with AT&T-13STATE's Operator assistance switch(es). It is the responsibility of AT&T-13STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
 - 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T-13STATE Operator assistance switch utilizing MF signaling. Likewise, AT&T-13STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to AT&T-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T-13STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T-13STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the AT&T-13STATE Operator assistance switches. These codes are specific to the various AT&T-13STATE LATA's where AT&T-13STATE Operator assistance switches are located.
- 5.2 AT&T-13STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 AT&T-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 AT&T-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to AT&T-13STATE and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless AT&T-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both AT&T-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless AT&T-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AT&T-13STATE, within thirty (30) days of the issuance of any bills by AT&T-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-13STATE pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texa, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 AT&T-13STATE shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T-13STATE provides itself, a subsidiary, an affiliate, or any other party to which AT&T-13STATE provides interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods (NIMs)** include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 AT&T-13STATE's network is partly comprised of End Office switches, Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. AT&T-13STATE's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-13STATE's End Office switch(es) and/or Tandem switch(es) to be

- interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-13STATE.
- 2.4 Types of Points of Interconnection
- 2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-13STATE area defined by the sum of all local calling areas served by AT&T-13STATE End Offices that subtend an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-13STATE's network in the LATA where CLEC Offers Service.
- 2.4.3 A "Single POI" is a single point of interconnection within a LATA on AT&T-13STATE's network that is established to interconnect AT&T-13STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
- (i) at an AT&T-13STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-13STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
- (ii) at an AT&T-13STATE End Office in a local calling area not served by an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 Technical Interfaces
- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-13STATE will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

- 3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

- 3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes for AT&T-13STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

- 3.3.1 Fiber Meet Point between AT&T-13STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-13STATE Tandem or End Office building within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).
- 3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-13STATE designated) manhole at the AT&T-13STATE Tandem or End Office building. AT&T-13STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-13STATE to pull through to the AT&T-13STATE cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-13STATE shall take the fiber from the manhole and terminate it inside AT&T-13STATE's office at the cable vault at AT&T-13STATE's expense. In this case the POI shall be at the AT&T-13STATE designated manhole location.
- 3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.9 CLEC and AT&T-13STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength

necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

- 3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an AT&T-13STATE area, CLEC shall provide written notice to AT&T-13STATE of the need to establish Interconnection in each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-13STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP (LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.6 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.9 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. LOCAL NUMBER PORTABILITY (LNP)

- 2.1 **General Terms and Conditions**
 - 2.1.1 **AT&T-13STATE** and CLEC shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).
- 2.2 **Requirements for LNP**
 - 2.2.1 **AT&T-13STATE** and CLEC shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

- 2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

- 2.3.1 Telephone numbers can be ported as a basic network offering only within AT&T-13STATE rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX," as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.
- 2.3.2 Telephone numbers of the following types shall not be ported: (i) AT&T-13STATE Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.
- 2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

- 2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-13STATE may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. "N-1" QUERY METHODOLOGY

- 3.1. The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by industry standards, the N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.
 - 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
 - 3.1.2 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
 - 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, AT&T-13STATE may query all calls directed to that NXX, provided that AT&T-13STATE's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T-13STATE provides its own customers.
 - 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
 - 3.1.5 Rates, terms and conditions for LNP queries performed by AT&T-13STATE will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
 - 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
 - 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T-13STATE and CLEC agree that a 30-minute

- interval is a goal toward which both companies will work; however, both CLEC and AT&T-13STATE recognize that there will be instances where the interval may be up to 59 minutes.
- 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
 - 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
 - 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.
- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-13STATE and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-13STATE and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
- 5.5.1 Both AT&T-13STATE and CLEC shall to offer Local Number Portability for telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
- 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
- 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 5.7.2 AT&T-13STATE and CLEC shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
 - 5.7.3 AT&T-13STATE and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, AT&T-13STATE means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AT&T-13STATE rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and AT&T-13STATE to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.

- 1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 AT&T-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.26 "LSC" means (i) the Local Service Center (LSC) for AT&T-12STATE; (ii) Local Exchange Carrier Center (LECC) for AT&T CONNECTICUT.
- 1.27 "LOC" means the Local Operations Center (LOC) for AT&T-13STATE.
- 1.28 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-13STATE's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.29 "UNE" is as described in Appendix Lawful UNE.

2. **LAWFUL UNBUNDLING REQUIREMENTS**

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which AT&T-13STATE provides under this Interconnection Agreement (ICA service(s)). Should

AT&T-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, AT&T-13STATE shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 Proper Use of OSS Interfaces
- 3.2.1 For AT&T-13STATE, CLEC agrees to utilize AT&T-13STATE electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within AT&T-13STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.3.1 In AT&T-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.3 Throughout AT&T-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T-13STATE's OSS systems. As such, CLEC agrees to accept and pay all

- reasonable costs or expenses, including labor costs, incurred by AT&T-13STATE 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-13STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-13STATE harmless against any claim made by an End User of CLEC or other third parties against AT&T-13STATE caused by or related to CLEC's use of any AT&T-13STATE OSS.
- 3.5 In the event AT&T-13STATE has good cause to believe that CLEC has used AT&T-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of AT&T-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-13STATE shall have the right to conduct an audit of CLEC's use of the AT&T-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-13STATE.
- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T-13STATE and CLEC will use manual processes. Should AT&T-13STATE develop electronic interfaces for these functions for itself, AT&T-13STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T-13STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) 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-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-13STATE 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-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T-13STATE shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 AT&T-13STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T-13STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to AT&T-13STATE 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, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 Telephone Number Inquiry
- AT&T-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, AT&T MIDWEST REGION 5-STATE also provides a Telephone Number Confirmation Inquiry function.
- 4.2.4 Scheduling Inquiry/Availability
- 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
- 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T-13STATE provides address validation function.

4.3 **The Following are Pre-Order Functions Specific to UNEs**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

AT&T-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

AT&T-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

AT&T-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T-13STATE provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-Order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T-13STATE to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T-13STATE. 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.

4.5 **Other Pre-Order Function Availability**

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

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T-13STATE will provide CLECs with any of the following Data Validation Files via Connect:Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. **ORDERING/PROVISIONING**

5.1 AT&T-13STATE provides access to ordering functions (as measured from the time AT&T-13STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the

service request to identify what features, services, or elements it wishes AT&T-13STATE to provision in accordance with applicable AT&T-13STATE ordering requirements. AT&T-13STATE will provide CLEC access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

- 5.2.1 AT&T-13STATE makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T-13STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For AT&T-13STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 For AT&T SOUTHWEST REGION 5-STATE region, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Electronic Data Interchange (EDI) or Local Exchange (LEX).
 - 5.2.3.1 For AT&T SOUTHWEST REGION 5-STATE region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.
- 5.2.4 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T-13STATE will utilize industry ASR guidelines developed by OBF based upon AT&T-13STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T-13STATE

AT&T-13STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in AT&T SOUTHWEST REGION 5-STATE, pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, AT&T-13STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 5.3.3 For AT&T SOUTHWEST REGION 5-STATE, as detailed in section 5.2.3.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an AT&T-13STATE issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In AT&T-13STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T-13STATE, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 AT&T-13STATE will bill CLEC for Resold services and UNEs. AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and AT&T-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In AT&T-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.

7.2.3 For Resale Services in AT&T CALIFORNIA, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

7.2.4 For Resale Services in AT&T MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.

7.2.5 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.

7.2.6 In AT&T-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.7 AT&T-13STATE will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local

Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

- 7.2.8 In AT&T CONNECTICUT, CLEC may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In AT&T MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill for Resale services via the AT&T MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
 - 7.3.1 AT&T-13STATE makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
 - 7.3.2 In AT&T SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
 - 7.3.3 In AT&T-13STATE, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.4 In AT&T-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T-13STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-13STATE "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T-13STATE OSS via the public internet.
- 8.3 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

- 8.4 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-13STATE data facilities for access to OSS will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
 - 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.
 - 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 **General Policies**
 - 9.5.1 Each Party's resources are for approved business purposes only.
 - 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.6.3 User IDs will be revalidated on a monthly basis.

9.7 User Authentication

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

9.8 Access and Session Control

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

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

9.10 Software and Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the CLEC Education section. CLEC training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by AT&T-13STATE and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon AT&T-13STATE availability and will be coordinated among CLEC, the CLEC's AT&T-13STATE Account Manager, and AT&T-13STATE Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to AT&T-13STATE completed registration forms for each student no later than one week prior to the scheduled training class.

- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T-13STATE system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T-13STATE's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of the Confidentiality provisions of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent AT&T-13STATE seeks to recover costs associated with OSS System Access and Connectivity, AT&T-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T-12STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.6 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For AT&T-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-13STATE on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-13STATE OSS via a Service Bureau Provider as follows:
 - 14.2.1 CLEC shall be permitted to access AT&T-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-13STATE to allow Service Bureau Provider to establish access to and use of AT&T-13STATE's OSS.
 - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
 - 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-13STATE's OSS) which could not be avoided by AT&T-13STATE through the exercise of

reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its end users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T-13STATE Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T-13STATE.
- 1.2 CLEC shall be the Retail OS/DA provider to its end users, and AT&T-13STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-13STATE shall answer CLEC's end user OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T-13STATE shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 4-1-1 or 1-4-1-1, AT&T-13STATE shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its end users whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing end user inquiries about OS/DA rates, AT&T-13STATE Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-13STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T-13STATE shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T-13STATE and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based end users to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T-13STATE uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T-13STATE, one for Resale, and one for facilities-based service.

¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T-13STATE.

1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-13STATE's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T-13STATE's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-13STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T-13STATE will provide OS/DA to CLEC's end users with no unreasonable dialing delays and at dialing parity with AT&T-13STATE retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's end users shall be answered by AT&T-13STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-13STATE's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-13STATE OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-13STATE retail end users served via that same AT&T-13STATE end office switch.

2.2.3 For all service types, AT&T-13STATE will include CLEC's end user OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T-13STATE will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When CLEC is operating its own switch-based service, AT&T-13STATE will transmit similar usage recorded by the AT&T-13STATE OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T-13STATE's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.

3.2.1 Because CLEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of CLEC's switch.

3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the end user dialing 0 or 411 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 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T-13STATE's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the

Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
 - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
 - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T-13STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the AT&T-13STATE's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T-13STATE's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T-13STATE's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T-13STATE will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T-13STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-13STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the parties.
 - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-13STATE End Offices to the AT&T-13STATE OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
 - 3.5.3 If EAOSS is not technically feasible, 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-13STATE OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.2 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Operator Services 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.
 - 3.6.3 Directory Assistance (DA)/ Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Directory Assistance 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. 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. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.4 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T-13STATE to perform Busy Line Verification or Emergency Interrupt for CLEC end users, AT&T-13STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T-13STATE's Operator Services switch to CLEC's switch serving end users in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T-13STATE will assess its Operator Services charges based upon whether the CLEC end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, AT&T-13STATE will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.3.4 Third Number Billed - The end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.3.5 Person-To-Person Service. The end user dialing 0 may ask 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.
- 4.3.6 Busy Line Verification - A service in which the end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.3.7 Busy Line Interrupt - A service in which the end user dialing 0 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.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. AT&T-13STATE charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, AT&T-13STATE will provide the following DA Services when a CLEC end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from AT&T-13STATE:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user 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.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's end user, and this greeting is mandatory, not optional, when AT&T-13STATE is the OS/DA provider.
 - 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-13STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T-13STATE CLEC website (<https://clec.Sbc.com/clec>).
 - 6.1.2 AT&T-13STATE 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, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T-13STATE 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 automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
 - 6.2.1 CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
 - 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-13STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
 - 6.2.3 AT&T-13STATE must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T-13STATE 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-13STATE retail 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 a new recordings or silent announcements are provided as specified above.
- 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 facility-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 attached Appendix Pricing.
- 6.5 In all current AT&T-13STATE OS/DA switches, 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/DA Operator.
- 6.6 AT&T-13STATE 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.

- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-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, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
 - 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-13STATE 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.
 - 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-13STATE 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 6 above, and at the rates set forth in the attached Appendix Pricing.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means YMax Communications Corp. operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement

associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-13STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-13STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE-tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CLEC from AT&T-13STATE on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-13STATE's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 **AT&T-2STATE** - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 **AT&T-4STATE** - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **AT&T-7STATE** - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 **AT&T-8STATE** - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 **AT&T-10STATE** - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **AT&T-12STATE** - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.8 **AT&T-13STATE** - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT, the applicable AT&T-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 2.9 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 2.10 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 2.11 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 2.12 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 2.13 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 2.14 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 2.15 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.16 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 2.17 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 2.18 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 2.19 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 2.20 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.22 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 2.23 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique ten digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this

- Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its End Users. In no event will AT&T-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC 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 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T-13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE End User located in an AT&T-13STATE local exchange area or;
- (ii) Originates from an AT&T-13STATE End User located in an AT&T-13STATE local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. **LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC**

4.1 Wireline Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and 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.

In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.8 of this Appendix.

4.3 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic

CLEC has elected long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-13STATE and CLEC in AT&T-13STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section 4.3. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in Sections 4.1 and 4.2 of this Attachment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic, MCA Traffic or Optional EAS Traffic.

- 4.3.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound 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 and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%), and that the MOU differential as defined in Section 4.3.3 and 4.3.3.1 below does not exceed the specified threshold.
- 4.3.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound 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, and ISP-Bound Traffic multiplied by 100.
- 4.3.3 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, the rates specified in Section 5.7.2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.
 - 4.3.3.1 The Parties further agree to cap the minute of use (MOU) differential at 7,500,000 MOUs per month, independent of the balance of traffic. The MOU differential is defined as the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic per month originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 7,500,000 MOUs per month for three (3) consecutive months, the rates specified in Section 5.7.2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic .
- 4.3.4 Once the rates found in Section 5.7.2 apply to CLEC's Section 251(b)(5) Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.
- 4.3.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.
- 4.3.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound 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 reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable.
- 4.3.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. 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.
- 4.3.8 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 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 as referenced in Section 13 of the General Terms and Conditions of this Agreement.

4.3.8.1 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.

4.3.8.2 The audit provisions set out in Sections 4.3.7 through 4.3.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

5. **COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC**

5.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 4.3 above and has exceeded the specified thresholds set forth in Sections 4.3.3 and 4.3.2. This Section 5 applies to Out-of-Balance traffic.

5.2 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 CLEC agree to carry out 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 Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

5.2.1 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, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

5.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 5.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 4.2 will be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 5.7.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state if such traffic does not meet the in-balance requirements set forth in Section 4.3 above. 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, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; 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 Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be compensated at the rate set forth in Section 5.7.2 below if such traffic does not meet the in-balance requirements set forth in Section 4.3 above.
- 5.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 5.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 5.4.2 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.
- 5.4.3 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.
- 5.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
- 5.5.1 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.
- 5.6 CLEC shall only be paid End Office Serving Rate Elements.
- 5.7 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic
- 5.7.1 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5.7.2 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 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.7.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic at \$.0007 per minute of use if such traffic does not meet the in-balance requirements set forth in Section 4.3.3 and 4.3.3.1 above. 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.
- 5.8 ISP-Bound Traffic Rebuttable Presumption
- 5.8.1 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 in AT&T-12STATE exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.8. 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 5.7.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.9 Intercarrier Compensation for Wholesale Local Switching Traffic

5.9.1 Where CLEC purchases any wholesale local switching from AT&T-12STATE on a wholesale basis, CLEC 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 CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

5.9.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when CLEC purchases wholesale local switching from AT&T-12STATE on a wholesale basis:

5.9.2.1 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.

5.9.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC where CLEC's end user originates a call that is terminated to a AT&T-12STATE end user, CLEC shall pay the rate set forth in Section 5.7.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

5.9.3 In AT&T CONNECTICUT, when CLEC purchases wholesale 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 CLEC purchases wholesale local switching from AT&T CONNECTICUT on a wholesale basis, CLEC 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.

5.10 For purposes of this Section 5.10, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 14.0 below.

5.10.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.7.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory

local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE, AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS.
 - 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 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 6.2 above.
- 6.2.5 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 6.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
 - 6.2.6.1 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 Inter-carrier 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.

- 6.2.6.2 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.
- 6.2.6.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU AT&T OKLAHOMA.
- 6.2.6.4 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T CONNECTICUT will work with CLEC 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.
- 6.2.6.4.1 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 5.3.2 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.
- 6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.
- 6.2.6.5 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.
- 6.2.6.5.1 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.
- 6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a

dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

- 6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- FX Traffic
 - Optional EAS Traffic
 - IntraLATA Toll Traffic
 - 800, 888, 877, ("8YY") Traffic
 - Feature Group A Traffic
 - MCA Traffic
- 6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. **OPTIONAL CALLING AREA TRAFFIC – AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) 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 4.1 and 5.1 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.
- 7.2 In the context of this Appendix, 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 rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- AT&T MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party

originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-13STATE is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:
- (i) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-13STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE Intrastate Access Service Tariff in the respective state; and/or
 - (ii) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T-13STATE for the use of its facilities at the rates set forth in AT&T-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

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

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-13STATE's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In AT&T-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 14.2.1 CLEC and AT&T-2STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports 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 usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type 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. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU 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 PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 14.3 In states in which AT&T-13STATE 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, AT&T-13STATE and CLEC agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic at the rate set forth in Section 5.3.1 if such traffic does not meet the in-balance requirements set forth in Section 4.3 above.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 If ISP-Bound Traffic does not meet the in-balance requirements set forth in Section 4.3 above, then 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 Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed

Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

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-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (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 15.1(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. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

APPENDIX RECORDING

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APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T-13STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.1.2 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.6 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **"Access Usage Record" (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **"Billable Message"** - a message record containing details of a completed IXC transported call which is used to bill an end user.

- 2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T-13STATE and the Billing Company.
- 2.6 **"Data Transmission"** - the forwarding by AT&T-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **"Exchange Message Interface" (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **"Interexchange Carrier Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **"Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **"Message Processing"** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **"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 CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T-13STATE'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 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 converted to EMI layout.
- 2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **"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.
- 2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an AT&T-13STATE SCP.
- 2.20 **"Terminating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-13STATE -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-13STATE.
- 3.2 AT&T-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T-13STATE.
- 3.3 AT&T-13STATE will provide access usage records that are generated by AT&T-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-13STATE, during the billing period established by AT&T-13STATE and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-13STATE and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AT&T-13STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In Exhibit II, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for AT&T-2STATE. For AT&T-2STATE, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. AT&T-13STATE reserves the right to limit the frequency of transmission to existing AT&T-13STATE processing and work schedules, holidays, etc.
- 3.9 AT&T-13STATE will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T-13STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-13STATE.
- 3.11 When AT&T-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-13STATE will forward those messages to CLEC.
- 3.12 AT&T-13STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-13STATE under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 AT&T-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T-13STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of 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 it concerning the average revenue per minute for the average interstate and/or intrastate call. 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.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #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 CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- ☐ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- ☐ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which AT&T agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with AT&T-13STATE's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AT&T-13STATE at the discount set forth in Appendix Pricing.
- 2.3 AT&T-13STATE will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by AT&T-13STATE to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T-13STATE provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T-13STATE to AT&T-13STATE's End Users through tariff(s), the rules and regulations associated with AT&T-13STATE's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-13STATE to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T-13STATE retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AT&T-13STATE's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to AT&T TEXAS:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, AT&T TEXAS will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AT&T-13STATE offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 AT&T-13STATE - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T-13STATE tariffs.
- 3.4.2 This section applies only to AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA:
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA tariffs.
- 3.4.3 This section applies only to AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS:
- 3.4.3.1 AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS LifeLine and Link-Up services are not available for resale.
- 3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and recertifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any

applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to AT&T NEVADA:

3.4.4.1 AT&T NEVADA low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to AT&T NEVADA and AT&T MISSOURI:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to AT&T CALIFORNIA, AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT and AT&T ARKANSAS:

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to AT&T KANSAS, AT&T TEXAS and AT&T OKLAHOMA:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T-13STATE's corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 AT&T-13STATE shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T-13STATE as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, AT&T-13STATE will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-13STATE in writing that the violation has been corrected. AT&T-13STATE will bill CLEC a sum equal (i) the charges that would have been billed by AT&T-13STATE to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify AT&T-13STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T-13STATE and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AT&T-13STATE's services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.14 This section applies only to AT&T SOUTHWEST REGION 5-STATE:
- 3.14.1 CLEC may convert current AT&T SOUTHWEST REGION 5-STATE End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

- 3.14.2 AT&T SOUTHWEST REGION 5-STATE and any other reseller of AT&T SOUTHWEST REGION 5-STATE local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and AT&T SOUTHWEST REGION 5-STATE shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail AT&T SOUTHWEST REGION 5-STATE or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.
- 3.14.4.2 AT&T OKLAHOMA and AT&T MISSOURI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to AT&T SOUTHWEST REGION 5-STATE or any other local service provider reselling AT&T SOUTHWEST REGION 5-STATE local service.
- 3.14.4.4 If another reseller of AT&T SOUTHWEST REGION 5-STATE local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against AT&T SOUTHWEST REGION 5-STATE in connection with any conversion by another reseller of AT&T SOUTHWEST REGION 5-STATE local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of AT&T SOUTHWEST REGION 5-STATE in connection with Assumptions of CSP Contract Conversions:
- 3.14.5.1 AT&T SOUTHWEST REGION 5-STATE will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 AT&T SOUTHWEST REGION 5-STATE will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to AT&T SOUTHWEST REGION 5-STATE.
- 3.15 This section applies only to AT&T MIDWEST REGION 5-STATE:
- 3.15.1 AT&T MIDWEST REGION 5-STATE retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
- 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
- 3.15.2.1 AT&T ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 3.15.2.2 AT&T MICHIGAN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.
- 3.15.2.3 AT&T OHIO, and AT&T WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

- 3.15.2.4 AT&T INDIANA tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%.
- 3.15.2.5 Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
- 3.15.2.6 AT&T MIDWEST REGION 5-STATE Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 3.15.3 If CLEC elects to terminate a AT&T MIDWEST REGION 5-STATE retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 E911 Emergency Service

- 4.1.1 The terms and conditions for reselling AT&T-13STATE 911 services are contained in Appendix 911.

4.2 White Pages

- 4.2.1 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time.
- 4.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.2.3 Liability relating to End User Listings
 - 4.2.3.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
 - 4.2.3.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.
- 4.2.4 Each CLEC subscriber will receive one copy per primary End User listing of AT&T-13STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-13STATE's subscribers.

- 4.2.5 If CLEC's End User already has a current AT&T-13STATE local White Pages directory, AT&T-13STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.2.6 AT&T-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide AT&T-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.2.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than AT&T-8STATE "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T-8STATE the "Informational Page" in the form of camera-ready copy.
- 4.3 Resale Operator Services and Directory Assistance (OS/DA)
- 4.3.1 The rates, terms and conditions for reselling AT&T-13STATE OS/DA services are contained in Appendix OS/DA and Appendix Pricing.
- 4.4 Payphone Services
- 4.4.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AT&T-13STATE's services offered pursuant to the appropriate payphone section(s) of AT&T-13STATE's state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered AT&T-13STATE to compensate PSP customers of CLECs that resell AT&T-13STATE's services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 4.4.2 The Parties desire that AT&T-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.4.3 AT&T-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AT&T-13STATE will pay Payphone Compensation to CLEC only for:
- 4.4.3.1 IntraLATA subscriber 800 calls for which AT&T-13STATE provides the 800 service to the subscriber and carries the call; and
- 4.4.3.2 IntraLATA calls placed using AT&T-13STATE's prepaid calling card platform and carried by AT&T-13STATE.
- 4.4.4 AT&T-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.
- 4.4.5 AT&T-13STATE will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AT&T-13STATE deems it necessary to investigate a call or calls for possible fraud.

- 4.4.6 AT&T-13STATE will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AT&T-13STATE will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to AT&T-13STATE on the bill.
- 4.4.7 Nothing in this Appendix entitles CLEC to receive or obligates AT&T-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.4.8 CLEC represents and warrants that the only AT&T-13STATE services that CLEC will make available to PSPs as Payphone Lines are the payphone services that AT&T-13STATE offers pursuant to the appropriate payphone section(s) of AT&T-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
- 4.4.9 Except as provided otherwise in this Section 4.4.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AT&T-13STATE pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AT&T-13STATE.
- 4.4.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 4.4.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
 - 4.4.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
 - 4.4.10.3 False representation by CLEC.
- 4.5 Suspension of Service
- 4.5.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
- 4.5.2 AT&T-13STATE will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated AT&T-13STATE state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in AT&T MIDWEST REGION 5-STATE. Service specifics may be obtained in state specific CLEC Handbooks.
- 4.5.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 4.5.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

- 4.5.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

- 5.1 Except where otherwise required by law, CLEC shall not, without AT&T-13STATE's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-13STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-13STATE in the provision of Telecommunications Services to CLEC's customers.

6. RESPONSIBILITIES OF AT&T-13STATE

- 6.1 AT&T-13STATE shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T-13STATE shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces, as outlined in Appendix OSS.
- 6.2 AT&T-13STATE shall implement CLEC service orders within the same time intervals AT&T-13STATE uses to implement service orders for similar services for its own End Users.
- 6.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AT&T-13STATE will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-13STATE's network facilities, including those on End User premises.
- 6.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.4 AT&T-13STATE will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay AT&T-13STATE the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 6.5 AT&T-13STATE shall make Telecommunications Services that AT&T-13STATE 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, any and all obligations established by appropriate Commission(s) and other applicable limitations.
- 6.6 CLEC's End User's activation of Call Trace shall be handled by the AT&T-13STATE operations centers responsible for handling such requests. AT&T-13STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

- 6.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
 - 6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify AT&T-13STATE against any Claim that insufficient information led to inadequate prosecution.
- 6.6.2 AT&T-13STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.7 This section applies only to AT&T CALIFORNIA:
 - 6.7.1 Cooperation on Fraud
 - 6.7.1.1 Traffic Alert Referral Service
 - 6.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order AT&T CALIFORNIA's TARS. In providing TARS to CLEC, AT&T CALIFORNIA notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that AT&T CALIFORNIA will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide AT&T CALIFORNIA with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. AT&T CALIFORNIA grants to CLEC a non-exclusive right to use the information provided by AT&T CALIFORNIA. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay AT&T CALIFORNIA a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."
 - 6.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. AT&T CALIFORNIA takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.
 - 6.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, AT&T CALIFORNIA shall not be liable for any damages to CLEC or to any other person or entity for AT&T CALIFORNIA's actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold AT&T CALIFORNIA harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of AT&T CALIFORNIA's TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of AT&T CALIFORNIA or its employees.
- 6.8 This section applies only to AT&T CALIFORNIA:
 - 6.8.1 AT&T CALIFORNIA will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, AT&T CALIFORNIA will provide a recorded announcement of the CLEC name and number and AT&T CALIFORNIA will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to AT&T CALIFORNIA at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for

subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

7. RESPONSIBILITIES OF CLEC

- 7.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T-13STATE shall abide by the same applicable laws and regulations.
- 7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T-13STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 7.2.1 AT&T-13STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-13STATE upon request and at no charge.
- 7.2.1.1 The following applies to AT&T MICHIGAN only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AT&T-13STATE, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, AT&T-13STATE shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 7.5 Should AT&T-13STATE receive an order from CLEC for services under this Appendix, and AT&T-13STATE is currently providing the same services to another local service provider for the same End User, CLEC agrees that AT&T-13STATE may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AT&T-13STATE.
- 7.5.1 If AT&T-13STATE receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 7.5.2, then AT&T-13STATE shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 7.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AT&T-13STATE.
- 7.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AT&T-13STATE will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a

per WTN basis and priced on a per WTN basis. CLEC shall pay AT&T-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that AT&T-13STATE may change the per WTN charge, at AT&T-13STATE's sole discretion, so long as AT&T-13STATE provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AT&T-13STATE grants to CLEC a non-exclusive right to use the LDR information provided by AT&T-13STATE. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 7.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.
- 7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T-13STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T-13STATE.
- 7.7 AT&T-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.
- 7.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 7.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 7.9 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces as described in this Appendix and Appendix OSS.
- 7.10 CLEC shall be responsible for providing to its End Users and to AT&T-13STATE a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 7.10.1 In the event that CLEC's End Users contact AT&T-13STATE with regard to repair requests, AT&T-13STATE shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 7.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

- 7.12 CLEC will provide forecasts to AT&T-13STATE every January and July using the AT&T-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

APPENDIX FOR ACCESS
TO AT&T INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS-OF-WAYS)

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1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, and **AT&T NEVADA** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.10 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. DEFINITIONS

- 2.1 **Definitions in General.** As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.
- 2.2 **Authorized Contractor.** As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching Party and **AT&T-13STATE** and who subject to Attaching Party's direction and control, and subject to the requirements and policies in each state, perform facilities modification or make-ready work which

- would ordinarily be performed by AT&T-13STATE or persons acting on AT&T-13STATE's behalf as more specifically detailed in Section 21.2.
- 2.3 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.
- 2.4 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.
- 2.5 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.6 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of AT&T-13STATE's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T-13STATE ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment located within handhole structures.
- 2.7 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that AT&T-13STATE has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or rights-of-way space.
- 2.8 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an AT&T-13STATE manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.9 Make-ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.10 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of AT&T-13STATE's conduit system. As used in this Agreement, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.11 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an AT&T-13STATE pole, duct, conduit or rights-of-way to which the Attaching Party has obtained access. Other Users may include AT&T-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T-13STATE's poles, ducts, conduits or rights-of-ways).
- 2.12 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

- 2.13 Periodic Inspections. The term "periodic inspections" refers to inspections that are planned and scheduled by AT&T-13STATE, for the purpose of inspecting the facilities of CLEC's attached to AT&T-13STATE structure, (poles, conduits, and rights-of-way).
- 2.14 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment attached to pole structures.
- 2.15 Rights-of-way. The term "rights-of-way" refers to AT&T-13STATE owned or controlled legal rights to pass over or through property of another party and used by AT&T-13STATE for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by AT&T-13STATE and used by AT&T-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.15.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.15.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or
 - 2.15.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T-13STATE with permission from such owner rather than as a matter of legal right.
- 2.16 Spot Inspections. The term "spot inspections" refers to spontaneous inspections done by AT&T-13STATE, which may be initiated, at AT&T-13STATE's discretion for the purpose of ensuring safety and compliance with AT&T-13STATE standards.
- 2.17 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF AGREEMENT

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T-13STATE shall provide non-discriminatory access to AT&T-13STATE's Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:
- 3.1.1 AT&T-13STATE's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T-13STATE's central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by AT&T-13STATE; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T-13STATE from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T-13STATE's network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on AT&T-13STATE's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect AT&T-13STATE's right to abandon, convey, or transfer to any other person or entity AT&T-13STATE's interest in any of AT&T-13STATE's Structure. AT&T-13STATE shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or rights-of-way is to be conveyed or transferred.

4. INTENTIONALLY LEFT BLANK

5. GENERAL PROVISIONS

- 5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to AT&T-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.
- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within AT&T-13STATE's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.
- 5.5 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 5.6 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

AT&T-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T-13STATE'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 The parties agree that the dispute resolution provisions of the General Terms and Conditions of the Interconnection Agreement shall apply to disputes under this agreement.

8. INDEMNIFICATION

- 8.1 The parties agree that the indemnity provisions of the General Terms and Conditions of the Interconnection Agreement shall apply in addition to the additional indemnity language below: in Section 8.2-8.5.
- 8.2 Indemnification for Environmental Claims.
 - 8.2.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

- 8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- 8.2.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any AT&T-13STATE pole, duct, conduit, or rights-of-way.
- 8.2.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AT&T-13STATE pole, duct, conduit, or rights-of-way.
- 8.2.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T-13STATE by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:
 - 8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T-13STATE due to the placement or presence of Attaching Party's facilities on or within AT&T-13STATE's poles, ducts, conduits, or rights-of-way; or
 - 8.3.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.4 Attaching Party's General Indemnity Obligations to AT&T-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T-13STATE pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.
- 8.5 AT&T-13STATE's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from AT&T-13STATE's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in

this Agreement to the contrary, AT&T-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T-13STATE's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, AT&T-13STATE's performance of any acts authorized under this Agreement, or the presence or activities of AT&T-13STATE's employees or other personnel acting on AT&T-13STATE's behalf on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

10. INSURANCE

- 10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.

11.1.1 AT&T-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T-13STATE or which acquires or succeeds to ownership of substantially all of AT&T-13STATE's assets.

- 11.1.2 Overlapping of Attaching Party's facilities on AT&T-13STATE poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlapping entity must enter into an agreement with AT&T-13STATE for access to AT&T-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to AT&T-13STATE prior to submitting a request for access to structure.

11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party in order to ensure that pole loadings are not exceeded.

11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in Appendix I and/or Appendix Pricing which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T-13STATE that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition,

Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to AT&T-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AT&T-13STATE's prior written consent to the assignment or transfer, if necessary, and given AT&T-13STATE notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by AT&T-13STATE in writing, no assignment permitted by AT&T-13STATE under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to AT&T-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of AT&T-13STATE's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-of-way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T-13STATE's Structure shall not materially interfere with or impair service over any facilities of AT&T-13STATE or any Other User, cause material damage to AT&T-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T-13STATE may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to AT&T-13STATE. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to AT&T-13STATE in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about AT&T-13STATE facilities. This article does not limit the use by AT&T-13STATE of aggregate information relating to the occupancy and use of AT&T-13STATE's Structure by firms other than AT&T-13STATE (that is, information submitted by Attaching Party and aggregated by AT&T-13STATE in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T-13STATE in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T-13STATE and persons acting on AT&T-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to AT&T-13STATE's outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T-13STATE's Structure and any AT&T-13STATE facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing AT&T-13STATE's obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of AT&T-13STATE's Structure are (or may in the future be) available for AT&T-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T-13STATE's Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining AT&T-13STATE's financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between AT&T-13STATE and any person or entity, including Attaching Party, concerning AT&T-13STATE's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:
- 14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:
- 14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent AT&T-13STATE has the authority to do so, AT&T-13STATE grants Attaching Party a right to use any rights-of-way for AT&T-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, rights-of-way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T-13STATE. AT&T-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where AT&T-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, AT&T-13STATE shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AT&T-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, AT&T-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T-13STATE to provide such access, and provided further that AT&T-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T-13STATE to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T-13STATE in obtaining the rights-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T-13STATE's poles or occupying space in AT&T-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 16.2.1 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";
- 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
- 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the AT&T-13STATE Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T-13STATE's manholes and access to AT&T-13STATE's conduit system.

16.3.1 Attaching Party will notify AT&T-13STATE not less than 5 business days in advance before entering AT&T-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of AT&T-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T-13STATE's conduit system. Attaching party must notify AT&T-13STATE when Attaching Party has completed such work in the conduit system. If AT&T-13STATE has not had the opportunity to complete the review, AT&T-13STATE will attempt to meet with Attaching Party's contractors to finalize the review. If AT&T-13STATE is not available when Attaching Party notifies AT&T-13STATE of their notice of completion then AT&T-13STATE will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse AT&T-13STATE for costs associated with the presence of AT&T-13STATE's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 AT&T-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AT&T-13STATE's Structure. Upon request, AT&T-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T-13STATE does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of AT&T-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 AT&T-13STATE will provide information currently available on the AT&T-13STATE's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T-13STATE's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T-13STATE's maps;

17.3.3 the footage between poles, if shown on AT&T-13STATE's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 AT&T-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T-13STATE.

17.5 AT&T-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

17.6 AT&T-13STATE will:

- 17.6.1 Within five (5) business days after attaching party submits Billing Authorization to AT&T-13STATE, AT&T-13STATE will notify attaching party of the place and time that attaching party may view the Structure Records.
- 17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T-13STATE may not be able to provide attaching party with unscheduled additional time for viewing AT&T-13STATE Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible
- 17.6.3 AT&T-13STATE may make available at the Attaching Party's expense, an AT&T-13STATE representative with sufficient knowledge about AT&T-13STATE Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.
- 17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:
- 17.7.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.1.1
- 17.7.2 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73, Access Services Tariff, Section 13.4.2(B)
- 17.7.3 AT&T-2STATE - FCC No. 1 Access Services Tariff, Section 13.1.1
- 17.7.4 AT&T CONNECTICUT - FCC No. 2 Access Services Tariff, Section 13.1.1

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AT&T-13STATE poles or placing facilities within specified AT&T-13STATE ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to AT&T-13STATE the appropriate AT&T-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AT&T-13STATE Structure. In addition, Attaching Party shall also:
- 18.2.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready survey; or
- 18.2.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area
- 18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.
- 18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T-13STATE's poles or placed in AT&T-13STATE's conduit system.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T-13STATE or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T-13STATE to:
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T-13STATE structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and

18.3.4 identify the owner of the pole.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. AT&T-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T-13STATE's poles or in AT&T-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by AT&T-13STATE, Attaching Party, and other parties entitled to access under applicable law.
- 19.2 Pole, Duct, and Conduit Space Assignments.
- 19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by AT&T-12STATE, the pole, duct, and conduit space selected and/or approved by AT&T-12STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
- 19.2.2 AT&T CALIFORNIA: The pole, duct, and conduit space selected and/or approved by AT&T-CALIFORNIA in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in AT&T CALIFORNIA only as detailed by the California Public Utility Commission.
- 19.2.3 AT&T-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T-13STATE assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T-13STATE record if AT&T-13STATE has not occupied such assigned space within such 12 month period.
- 19.2.4 AT&T CONNECTICUT will make available on request municipal gain space in accordance with Connecticut State Statute 16-233.
- 19.2.5 AT&T CALIFORNIA: Space assignment is 9 months in California.
- 19.2.6 Notices and applications including assignment requests will be date and time stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

- 20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to AT&T-13STATE Structure, AT&T-13STATE shall provide a written response to the application, except AT&T CONNECTICUT, which response time will be on a first come, first serve basis. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.
- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T-13STATE's Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either:

- 20.3.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready work; or
- 20.3.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-13STATE or AT&T-13STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-13STATE's Structures or interferes with any existing use of AT&T-13STATE's facilities or the facilities of any Other User.
- 20.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AT&T-13STATE's poles or occupying space in AT&T-13STATE's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T-13STATE's poles, ducts, conduits and rights of ways.
- 20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T-13STATE for the use of such additional capacity. If AT&T-13STATE utilizes additional space or capacity created at Attaching Party's expense, AT&T-13STATE will reimburse Attaching Party on a pro-rata basis for AT&T-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T-13STATE will notify the Attaching Party if AT&T-13STATE attaches facilities to additional capacity on AT&T-13STATE's Structure created at the Attaching Party's expense. AT&T-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.6 If Attaching Party utilizes space or capacity on any AT&T-13STATE Structure created at AT&T-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AT&T-13STATE's capacity creation costs.
- 20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T-13STATE's Structure.
- 20.8 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AT&T-13STATE or Other User.
- *AT&T CALIFORNIA only: Space assignment shall not exceed nine (9) months in California.
- 20.9 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AT&T-13STATE's poles and the placement of such facilities in AT&T-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

- 21.2 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.
- 21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without AT&T-13STATE's approval.
- 21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from AT&T-13STATE to perform one or more of the following tasks within a specified AT&T-13STATE construction district, as applicable:
- (a) installation of those sections of Attaching Party's ducts or facilities which connect to AT&T-13STATE's conduit system;
 - (b) installation of inner duct;
 - (c) excavation work in connection with the removal of retired or inactive (dead) cables; or
 - (d) Make-Ready work.
- 21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those AT&T-13STATE construction districts agreed to by both parties.
- 21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one AT&T-13STATE's construction district constitute approval of such Authorized Contractor for the area served by a different AT&T-13STATE construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T-13STATE construction districts in which the work is to be performed.
- 21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T-13STATE with a construction schedule and thereafter keep AT&T-13STATE informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T-13STATE's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T-13STATE of such use and must either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily

placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify AT&T-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T-13STATE Structure. The notice shall contain sufficient information to enable AT&T-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T-13STATE Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T-13STATE and other users in making rearrangements to AT&T-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AT&T-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T-13STATE conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.
- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the

maintenance duct as described above, AT&T-13STATE may install a maintenance conduit at the Attaching Party's expense.

- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T-13STATE construction district, Attaching Party shall provide AT&T-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T-13STATE of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T-13STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 AT&T-13STATE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T-13STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, AT&T-13STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by AT&T-13STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-13STATE replacement pole, the transfer shall be in accordance with AT&T-13STATE's placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-13STATE and thereby authorize AT&T-13STATE (or any Other User sharing the pole with AT&T-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AT&T-13STATE for the costs incurred by AT&T-13STATE for work performed by AT&T-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AT&T-13STATE OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 26.1 Post-Construction Inspections. AT&T-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-13STATE on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. AT&T-13STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to AT&T-13STATE's Structure. Periodic Inspections will not be made more often than once every 2 years unless in AT&T-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.
- 26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, AT&T-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.
- 26.5 Notice of Noncompliance. If, at any time, AT&T-13STATE determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T-13STATE may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute AT&T-13STATE's assertion that such facilities are not in compliance, Attaching Party agrees to provide AT&T-13STATE with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T-13STATE in writing when the facilities have been brought into compliance.
- 26.6 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T-13STATE's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T-13STATE in writing of the basis for Attaching Party's assertion that its facilities are in compliance.
- 26.7 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within a reasonable time or provided AT&T-13STATE with proof sufficient to persuade AT&T-13STATE that AT&T-13STATE erred in asserting that the facilities were not in compliance, and if AT&T-13STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-13STATE's facilities or those of other users, AT&T-13STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

- 26.8 Correction of Conditions by AT&T-13STATE. If AT&T-13STATE elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.
- 26.8.1 AT&T-13STATE will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T-13STATE's schedule for performing the work.
- 26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-13STATE manhole, AT&T-13STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-13STATE does not reattach Attaching Party's facilities, AT&T-13STATE shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.
- 26.8.3 AT&T-13STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.
- 26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AT&T-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. AT&T-13STATE may, without notice to any person or entity, remove from AT&T-13STATE's poles or any part of AT&T-13STATE's conduit system the Attaching Party's facilities, if AT&T-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-13STATE's poles or in AT&T-13STATE's conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AT&T-13STATE's poles or anchors or within any part of AT&T-13STATE's conduit system, AT&T-13STATE, without prejudice to other rights or remedies available to AT&T-13STATE under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to AT&T-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If AT&T-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-13STATE of any of its rights or privileges under this Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T-13STATE's poles, conduit system or rights of way or until a new or amended

- occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment and/or occupancy fee as specified in Section 29 of this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T-13STATE or another Other User, and shall pay AT&T-13STATE for all costs incurred by AT&T-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T-13STATE may, at AT&T-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-13STATE's Facilities. No act or failure to act by AT&T-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T-13STATE's Structure shall be deemed to constitute a ratification by AT&T-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.
- 28. REMOVAL OF ATTACHING PARTY'S FACILITIES**
- 28.1 When Applicant no longer intends to occupy space on an AT&T-13STATE pole or in a AT&T-13STATE duct or conduit, Applicant will provide written notification to AT&T-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T-13STATE's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T-13STATE's Structure.
- 28.2 At AT&T-13STATE's request, Attaching Party shall remove from AT&T-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-13STATE that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T-13STATE's Structure.
- 28.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T-13STATE's poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T-13STATE's Structures within 30 days after the date Attaching Party replaces

existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T-13STATE's Structure would cause a forfeiture of the rights of AT&T-13STATE to occupy the property where such Structure is located, AT&T-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T-13STATE will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T-13STATE's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by AT&T-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by AT&T-13STATE. If AT&T-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T-13STATE for AT&T-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set forth in Exhibit I of this Appendix. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T-13STATE shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. AT&T-13STATE may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an Authorized Contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AT&T-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T-13STATE 60 days written notice.
- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's

performance under this Agreement. In the event any lien, claim or demand is made on AT&T-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T-13STATE may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T-13STATE may deem reasonable or necessary to protect AT&T-13STATE from any such lien, claim or demand.

APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which AT&T-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which AT&T-13STATE will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, AT&T-13STATE shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that AT&T-13STATE is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "**Declassified.**"
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.
- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that AT&T-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Non-Impaired Wire Center Criteria and Related Processes**
- 2.5.1 AT&T-13STATE 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 pursuant to Rule

51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T-13STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T-13STATE will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

- 2.5.2 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 pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-13STATE wire center non-impairment designation, the CLEC will provide a self-certification to AT&T-13STATE identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T-13STATE as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T-13STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-13STATE. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T-13STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-13STATE's standard ordering interval applicable to such facilities. If AT&T-13STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.5 of this Agreement, AT&T-13STATE will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed
- 2.5.3 The parties recognize that wire centers that AT&T-13STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-13STATE may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.5.3.1 AT&T-13STATE may update the wire center list as changes occur.
- 2.5.3.2 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-13STATE will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.5.3.3 AT&T-13STATE will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

- 2.5.3.4 In the event the CLEC disagrees with AT&T-13STATE's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T-13STATE's determination regarding the wire center by providing a self-certification to AT&T-13STATE.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T-13STATE's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 2.5.3.6 If the CLEC does provide self-certification to dispute AT&T-13STATE's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T-13STATE may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T-13STATE will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-13STATE's designations.
- 2.5.5 If it desires to do so, AT&T-13STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T-13STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T-13STATE 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 Agreement, whichever is later. AT&T-13STATE will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T-13STATE's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T-13STATE of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T-13STATE shall promptly notify CLEC of any time where AT&T-13STATE has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T-13STATE 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 2.5.3 of this Agreement. During

the timeframe of any dispute resolution proceeding, AT&T-13STATE 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:

2.5.5.1 For wire centers designated by AT&T-13STATE prior to March 11, 2005 and

2.5.5.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

2.5.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in **Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement** between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in **Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement**. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in **Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement**. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T-13STATE after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T-13STATE's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.5.1 of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.5.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1

and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

- 2.5.5.2.2 For affected loop/transport elements ordered after AT&T-13STATE's wire center designation, CLEC will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-13STATE 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-13STATE intends to rely, which will include the detailed business line information for the AT&T-13STATE wire center or centers that are the subject of the dispute.
- 2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T-13STATE in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 2.5.8 AT&T-13STATE will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-13STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 2.5.9 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.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.5.1 of this Agreement, and if CLEC and AT&T-13STATE have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then AT&T-13STATE 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.

- 2.6 AT&T-13STATE will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 AT&T-13STATE will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
- 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding AT&T-13STATE's network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));
- 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which AT&T-13STATE provides such elements to itself (47 CFR § 51.313(b));
- 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
- 2.7.9 Except upon request of CLEC, AT&T-13STATE shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) AT&T-13STATE is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T-13STATE offering(s).
- 2.8 As provided for herein, AT&T-13STATE will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, AT&T-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 AT&T-13STATE will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T-13STATE provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AT&T-13STATE.
- 2.13 Performance of Lawful UNEs
- 2.13.1 Each Lawful UNE will be provided in accordance with AT&T-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by AT&T-13STATE at its sole discretion.

- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). AT&T-13STATE will not discontinue any Lawful UNE that AT&T-13STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 AT&T-13STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-13STATE places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.14 Conditions for Access to Lawful UNES
- 2.14.1 In order to access and use Lawful UNES, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNES. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T-13STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T-13STATE shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.
- 2.14.1.2 By way of further example, CLEC may not access Lawful UNES for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNES, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.
- 2.15 New Combinations Involving Lawful UNES
- 2.15.1 Subject to the provisions hereof and upon CLEC request, AT&T-13STATE shall meet its combining obligations involving Lawful UNES as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

- 2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T-13STATE might offer pursuant to Section 271 of the Act.
- 2.15.2 In the event that AT&T-13STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, AT&T-13STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T-13STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.
- 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
- 2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, AT&T-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:
- 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by AT&T-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T-13STATE from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.
- 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T-13STATE, the Parties

shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by AT&T-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T-13STATE in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T-13STATE under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T-13STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants AT&T-13STATE to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants AT&T-13STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
 - 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T-13STATE Lawful UNE and the lawful network element(s) possessed by CLEC.
 - 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T-13STATE under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC

requests AT&T-13STATE to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 AT&T-13STATE would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-13STATE's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T-13STATE informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an AT&T-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

2.16.1 Upon request, AT&T-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T-13STATE may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or

continue using such the Lawful UNE or Lawful UNES that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNES, or Commingled Arrangement (as defined herein), AT&T-13STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNES, including whether or not such Lawful UNE or combination of Lawful UNES had been previously converted from an AT&T-13STATE service.

2.16.5.2 AT&T-13STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an AT&T-13STATE service, CLEC must follow the guidelines and ordering requirements provided by AT&T-13STATE that are applicable to converting the particular AT&T-13STATE service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T-13STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNES, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE, or the combining of a Lawful UNE, or a combination of Lawful UNES, with one or more such facilities or services. "Commingling" means the act of commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T-12STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is AT&T-13STATE required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-13STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNES or to Interconnect with AT&T-13STATE's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE with Lawful UNES; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T-12STATE might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T-13STATE shall permit CLEC to Commingling a Lawful UNE or a combination of Lawful UNES with facilities or services obtained at wholesale from AT&T-13STATE to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

- 2.17.3 Upon request, and subject to this Section 2, AT&T-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNES with one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), except that AT&T-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-13STATE's obligation to commingle ceases if AT&T-13STATE informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T-13STATE are available to CLEC, including without limitation:
- 2.17.3.1.1 at an AT&T-13STATE central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for AT&T-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 AT&T-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNES, and the facilities or services that CLEC has obtained at wholesale from AT&T-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNES, such combinations of Lawful UNES, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.
- 2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T-13STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.4.3 AT&T-13STATE shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNES (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis,

including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

- 2.17.5 AT&T-13STATE shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T-13STATE shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on AT&T-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T-13STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling also involves AT&T-13STATE performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, AT&T-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T-13STATE.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, AT&T-12STATE’s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-12STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs
- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, AT&T-13STATE shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.18.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 AT&T-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an

unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service **provided** within an AT&T-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
 - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
 - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
 - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
 - 2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and
 - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T-13STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNES, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNES, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

- 2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:
- 2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-13STATE's premises within the same LATA as the End User's premises, when AT&T-13STATE is not the collocator; or
 - 2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T-13STATE is the collocator.
- 2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T-13STATE provisions such new circuit. CLEC must provide AT&T-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.18.6 CLEC hereby agrees that by submitting an order to AT&T-13STATE for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.
- 2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-13STATE.
- 2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-13STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.
- 2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
 - 2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.
 - 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

- 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, AT&T-13STATE shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
- 2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse AT&T-13STATE for the cost of the independent auditor and for AT&T-13STATE's costs in the same manner and using the same methodology and rates that AT&T-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.
- 2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, AT&T-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (*e.g.*, collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T-13STATE to require such compliance, including if AT&T-13STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 AT&T-13STATE will combine Lawful UNES, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNES.
- 2.21 The Parties intend that this Appendix Lawful UNES contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNES from AT&T-13STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNES, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-13STATE 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-13STATE to enforce the foregoing (including if AT&T-13STATE 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-13STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE 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/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
 - 3.1.1 In the AT&T-13STATE premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) AT&T-13STATE will extend AT&T-13STATE Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-13STATE premises where the Lawful UNEs are located.
 - 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.1.3 CLEC shall refer trouble sectionalized in the AT&T-13STATE Lawful UNE to AT&T-13STATE.
 - 3.1.4 Prior to AT&T-13STATE providing access to Lawful UNEs under this Appendix, CLEC and AT&T-13STATE shall provide each other with a point of contact for overall coordination.
 - 3.1.5 CLEC shall designate each Lawful UNE being ordered from AT&T-13STATE. CLEC shall provide an interface to receive assignment information from AT&T-13STATE regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
 - 3.1.6 AT&T-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T-13STATE shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, AT&T-13STATE shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T-10STATE and AT&T NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the AT&T CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the AT&T CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-13STATE.

6.3 Item I

AT&T-10STATE, AT&T NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T-10STATE, AT&T NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T-10STATE, AT&T NEVADA but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by AT&T-10STATE, AT&T NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T-10STATE, AT&T NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T-10STATE, AT&T NEVADA's preliminary evaluation costs, in which case AT&T-10STATE, AT&T NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-10STATE, AT&T NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and AT&T-10STATE, AT&T NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T-10STATE, AT&T NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T-10STATE, AT&T NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T-10STATE, AT&T NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 AT&T-10STATE, AT&T NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T-10STATE, AT&T NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T-10STATE, AT&T NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T-10STATE, AT&T NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T-10STATE, AT&T NEVADA will offer the Request to CLEC or (ii) advise CLEC that AT&T-10STATE, AT&T NEVADA will not offer the Request. If AT&T-10STATE, AT&T NEVADA

indicates it will not offer the Request, AT&T-10STATE, AT&T NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by AT&T-10STATE, AT&T NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that AT&T-10STATE, AT&T NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T-10STATE, AT&T NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by AT&T-10STATE, AT&T NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T-10STATE, AT&T NEVADA all demonstrable costs as set forth above. Any request by CLEC for AT&T-10STATE, AT&T NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T-10STATE, AT&T NEVADA shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T-10STATE, AT&T NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4 Item II

AT&T CONNECTICUT Bona Fide Request Process

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CONNECTICUT, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNES, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNES requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 6.4.2.2 The Lawful UNES requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, AT&T CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for AT&T CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by AT&T CONNECTICUT after AT&T CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for AT&T CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time AT&T CONNECTICUT receives the written notice of cancellation from CLEC. However, if AT&T CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by AT&T CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: AT&T CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once AT&T CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 AT&T CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For AT&T CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

AT&T CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by AT&T CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T CALIFORNIA will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that AT&T CALIFORNIA will offer the request. The Preliminary Analysis provided by AT&T CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. AT&T CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, AT&T CALIFORNIA will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If AT&T CALIFORNIA refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, AT&T-13STATE shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to AT&T-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-13STATE offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (AT&T-12STATE) or by tariff (AT&T CONNECTICUT).
- 7.3 AT&T-12STATE will permit CLEC to connect its local loop facilities to End Users' premises wiring through AT&T-12STATE's Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the AT&T-12STATE Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by AT&T-12STATE based on Time and Material charges. AT&T-12STATE, at the request of CLEC, will disconnect the AT&T-12STATE local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-12STATE's Lawful UNE NID where necessary.
- 7.6 The AT&T-12STATE Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T-12STATE to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect AT&T-12STATE's ground. CLEC shall not cut or disconnect AT&T-12STATE's loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with AT&T-12STATE's Lawful UNE NID, can disconnect the End User's wiring from AT&T-12STATE's Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, AT&T-12STATE will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-13STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T-13STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T-13STATE for any HVPE that is provisioned by AT&T-13STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (AT&T-12STATE) or by tariff (AT&T CONNECTICUT) and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff (AT&T CONNECTICUT):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T-12STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, AT&T-

12STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 AT&T-13STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T-13STATE Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 AT&T-13STATE is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

- 8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, AT&T-13STATE shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, AT&T-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNES under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 8.4.3.1 Products provided by AT&T-13STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.
- 8.4.4 The Parties agree that activity by AT&T-13STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

- 8.5.1 AT&T-13STATE shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T-13STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.5.2 A routine network modification is an activity that AT&T-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T-13STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-13STATE will place drops in the same manner as it does for its own customers.
- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

- 8.5.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 8.5.5 AT&T-13STATE has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 AT&T-12STATE will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of AT&T-12STATE's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond AT&T-12STATE's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which AT&T-12STATE's owns and controls inside the End User premises.

9.3 Definitions pertaining to the Lawful UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses 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 Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T-13STATE is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-12STATE will construct a SPOI only to those multiunit premises where AT&T-12STATE has distribution facilities to the premises and AT&T-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-12STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-12STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 AT&T-12STATE will offer the following Lawful UNE Subloop types:

- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, AT&T-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T-13STATE provides a subloop(s) that is not described or provided for in this Agreement, AT&T-13STATE may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to refuse to provide, including if AT&T-13STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 9.8 Copper Lawful UNE Subloops
- 9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:
- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
 - the Terminal (underground or aerial).
- 9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:
- | <u>FROM:</u> | <u>TO:</u> |
|---|--------------------------|
| 1. Serving Area Interface or
Feeder Distribution Interface | Terminal |
| 2. Serving Area Interface or
Feeder Distribution Interface | Network Interface Device |
| 3. Terminal | Network Interface Device |
| 4. NID | Stand Alone |
| 5. SPOI (Single Point of Interface) | Terminal |
| 6. SPOI (Single Point of Interface) | Terminal |

9.10 Provisioning

- 9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).
- 9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T-12STATE switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the AT&T-12STATE Lawful UNE Subloop portion of the CLEC's service before reporting trouble to AT&T-12STATE.
- 9.11.3 AT&T-12STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T-12STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T-12STATE is received, the CLEC may place a LSR for Subloops at this location. Prices at which AT&T-12STATE agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, AT&T-12STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T-12STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will 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-12STATE Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, AT&T-12STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 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 Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 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.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T-12STATE 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-12STATE will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a AT&T-12STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into AT&T-12STATE's interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-12STATE to properly engineer access to each SAI and to ensure AT&T-12STATE does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T-12STATE for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a AT&T-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-12STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T-12STATE will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

- 9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 AT&T-12STATE shall notify CLEC of pending relocation as soon as AT&T-12STATE receives such notice.
- 9.14.2 CLEC shall notify AT&T-12STATE of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 AT&T-12STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T-12STATE engineer.
- 9.14.4 CLEC shall notify AT&T-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T-12STATE's estimate.
- 9.14.5 Upon acceptance of the AT&T-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T-12STATE of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T-12STATE as to the date that AT&T-12STATE may remove CLEC's facilities from that SAA. CLEC will pay AT&T-12STATE for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to AT&T-12STATE in time to have their facilities relocated, AT&T-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-12STATE Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T-12STATE ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T-12STATE within the intermediary box (in order to obtain access to AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet AT&T-12STATE's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T-12STATE technician the ability to run jumper/cross connect from AT&T-12STATE terminal to the intermediary box.
- 9.15.1.3 CLEC agrees that the AT&T-12STATE technician shall run the jumper/cross-connect from AT&T-12STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T-12STATE.

- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-12STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-12STATE to CLEC, providing AT&T-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T-12STATE by CLEC via a Local Service Request ("LSR").
- 9.15.1.7 AT&T-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-12STATE terminal to the CLEC intermediary box. AT&T-12STATE must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE only, CLEC may elect to lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is Installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T-12STATE will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-12STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the AT&T-12STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T-12STATE cross- connect, AT&T-12STATE could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

- 10.2 AT&T-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-12STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T-12STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-12STATE places more pairs at the splice.
- 10.3.3 Although AT&T-12STATE will construct the engineering controlled splice, the ECS may be owned by AT&T-12STATE or the CLEC (depending on the specific arrangement) at the option of AT&T-12STATE.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 AT&T-12STATE may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T-12STATE. 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. AT&T-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request AT&T-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate AT&T-12STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.
- 10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request AT&T-12STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-12STATE cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate AT&T-12STATE for the charges incurred by AT&T-12STATE derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

FROM:

1. ECS
2. ECS
3. ECS

TO:

- Serving Area Interface or Feeder Distribution Interface
Terminal
NID

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. DS1 AND DS3 DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Lawful UNES, AT&T-13STATE shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as AT&T-13STATE interoffice transmission facilities between wire centers or switches owned by AT&T-13STATE, or between wire centers or switches owned by AT&T-13STATE and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 AT&T-13STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-13STATE wire centers.

13.2.2 A "route" is defined as a transmission path between one of AT&T-13STATE's wire centers or switches and another of AT&T-13STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 AT&T-13STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 AT&T-13STATE will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport “Caps”

13.3.5.1 **AT&T-13STATE** is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-13STATE**'s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport “Caps”

13.3.6.1 **AT&T-13STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-13STATE**'s option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **AT&T-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AT&T-12STATE** for CLEC specific diversity, **AT&T-12STATE** will advise CLEC of the applicable additional charges. **AT&T-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center “Tiers” -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three “tiers,” as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by AT&T-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by AT&T-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 AT&T-13STATE shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that AT&T-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting

telecommunications carrier, and AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

- 13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-13STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to: (i) splicing and (ii) in AT&T CALIFORNIA only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-12STATE shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-13STATE is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In AT&T-12STATE, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-12STATE's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T-12STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-12STATE's network, connecting AT&T-12STATE switches or wire centers within a LATA. AT&T-12STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-12STATE wire centers. AT&T-12STATE will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T-12STATE CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of AT&T-12STATE's wire centers or switches and another of AT&T-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or

switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 AT&T-12STATE will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 AT&T-12STATE growth fibers. Fibers documented as reserved by AT&T-12STATE for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AT&T-12STATE engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T-12STATE will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T-12STATE will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do

not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T-12STATE's right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T-12STATE provided the fiber(s), AT&T-12STATE may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-12STATE inventory.

14.8.3 AT&T-12STATE may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, AT&T-12STATE will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. AT&T-12STATE must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet AT&T-12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an AT&T-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 AT&T-12STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to the CLEC.

14.11 Dark Fiber Transport Declassification

14.11.1 AT&T-13STATE shall provide CLEC 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-13STATE 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, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T-12STATE.

14.11.3 Products provided by AT&T-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by AT&T-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 AT&T-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T-12STATE shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that AT&T-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.

14.12.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE's include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

16.1 Access to the AT&T-13STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-13STATE's databases and information. AT&T-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 AT&T-13STATE shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access AT&T-13STATE Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNES in accordance with this Agreement. AT&T-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. AT&T-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect AT&T-13STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a AT&T-13STATE Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T-13STATE Lawful UNE and another AT&T-13STATE Lawful UNE where AT&T-13STATE has connected or left connected those Lawful UNES. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNES.
- 18.3 AT&T-12STATE will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as AT&T-13STATE may elect at its own discretion. AT&T-13STATE will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, AT&T-13STATE shall not be required to provide Lawful UNES. Collocation is available from AT&T-13STATE for obtaining access to Lawful UNES. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T-13STATE may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNES.
- 19.2 Subject to the terms herein, AT&T-13STATE is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. AT&T-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to AT&T-13STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit AT&T-13STATE to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any AT&T-13STATE Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T-13STATE Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T-13STATE, 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-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a AT&T-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any AT&T-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly,

- when an End User is served by one CLEC using AT&T-13STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any AT&T-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T-13STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T-13STATE's network.
- 19.8.1 AT&T-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not caused by AT&T-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when AT&T-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-13STATE or in detariffed CPE provided by AT&T-13STATE, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing AT&T-13STATE access to End User's premises and AT&T-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-13STATE personnel are dispatched. Subsequently, if AT&T-13STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-13STATE performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an AT&T-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by AT&T-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T-13STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T-13STATE.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not

caused by AT&T-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

- 20.1 AT&T-13STATE's provision of UNES identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNES, or any Amendment to this Agreement, 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 but not limited each Party's right to dispute whether any UNES identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 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), 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 without limitation, this Appendix and/or Attachment), 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. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNES and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 AT&T-13STATE publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate AT&T-13STATE White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 AT&T-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-13STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-13STATE White Pages directory and a listing in AT&T-13STATE's directory assistance database.
 - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-13STATE will assess CLEC a monthly charge for such listings at AT&T-13STATE tariff rates. An additional monthly charge at AT&T-13STATE's tariff

rate applies when CLEC wishes to list an End User in AT&T-13STATE's Directory Assistance database but does not wish to have its End User listed in AT&T-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-13STATE's White Pages directory for a monthly charge at AT&T-13STATE's tariff rate for those non-published, non-listed services.

- 2.5 CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-13STATE via a mechanical or manual feed of the directory listing information to AT&T-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-13STATE's subscriber listing information. CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
 - 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, AT&T-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
 - 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
 - 2.7.1 In AT&T-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-8STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-8STATE's subscribers during the annual delivery of newly published directories.
 - 2.7.1.1 AT&T-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
 - 2.7.1.2 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
 - 2.7.2 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
 - 2.7.3 AT&T-13STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

- 2.7.4 CLEC may arrange for additional directory distribution and other services with AT&T-13STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 AT&T-8STATE will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide AT&T-8STATE the information to be published on the information page according to the instructions provided on AT&T CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T MIDWEST REGION 5-STATE and other LECs. AT&T MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC 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 MIDWEST REGION 5-STATE.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than AT&T SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-13STATE's subscriber listing information. In exchange for AT&T-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-13STATE to include and use the CLEC subscriber listing information provided to AT&T-13STATE pursuant to this Appendix in AT&T-13STATE's White Pages directory, AT&T-13STATE's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-13STATE's use of CLEC's subscriber listing information in AT&T-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T-13STATE 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 Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-13STATE'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-13STATE'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-13STATE.

4. PRICING

- 4.1 AT&T-7STATE will deliver one copy per primary End User listing of AT&T-7STATE White Pages, as described in Section 2.7 above, at no charge. AT&T-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
 - 4.1.1 The rates, if any, for AT&T CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
 - 4.1.2 AT&T MIDWEST REGION 5-STATE - The rates, if any, for AT&T MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with AT&T MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE (and/or AT&T-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by AT&T-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by AT&T-12STATE to participate in the Clearinghouse (CH).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 In AT&T MIDWEST REGION 5-STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and AT&T MIDWEST REGION 5-STATE is facilitated via the existing LEC Settlement process in each state.
- 1.26 In AT&T-2STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and AT&T-2STATE is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and AT&T CONNECTICUT, is technically infeasible in AT&T CONNECTICUT.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 AT&T SOUTHWEST REGION 5-STATE operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including AT&T SOUTHWEST REGION 5-STATE and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to AT&T SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of AT&T SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide AT&T SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to AT&T SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to AT&T SOUTHWEST REGION 5-STATE's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to AT&T SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 AT&T SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. AT&T SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to AT&T SOUTHWEST REGION 5-STATE all CH Records required by AT&T SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. AT&T SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, AT&T SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay AT&T SOUTHWEST REGION 5-STATE a processing charge in consideration of AT&T SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including AT&T SOUTHWEST REGION 5-STATE, when AT&T SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 AT&T SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 AT&T SOUTHWEST REGION 5-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

XDSL AND LINE SPLITTING APPENDIX

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XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: AT&T-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1. General

1.1 **Deployment of xDSL Technologies:** AT&T-12STATE will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 AT&T-12STATE will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning AT&T-12STATE is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** AT&T-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T-12STATE's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T-12STATE is providing to any other CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate. AT&T-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** AT&T-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T-12STATE's advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. Loop Conditioning

4.1 AT&T-12STATE will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T-12STATE interferer information on the

loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any AT&T-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T-12STATE does not guarantee the synchronization of any loop. AT&T-12STATE In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T-12STATE LOC. AT&T-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T-12STATE removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T-12STATE provides to its advanced services affiliate. When AT&T-12STATE determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T-12STATE, AT&T-12STATE has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by AT&T-12STATE to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T-12STATE to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.
- 4.3 **Maintenance, Repair and Testing:** AT&T-12STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 **Maintenance Scope:** AT&T-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that AT&T-12STATE not perform any conditioning, AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that AT&T-12STATE perform some or all of the available conditioning, AT&T-12STATE will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals AT&T-12STATE provides its advanced services affiliate.

- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to AT&T-12STATE and the problem is determined by AT&T-12STATE to be in CLEC's network, data equipment or splitter, CLEC shall pay AT&T-12STATE, following AT&T-12STATE closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact AT&T-12STATE to advise that the trouble has been resolved.
- 4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise AT&T-12STATE on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify AT&T-12STATE if and when a change in PSD mask is made. AT&T-12STATE shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. AT&T-12STATE shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if AT&T-12STATE and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with AT&T-12STATE's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard AT&T-12STATE configuration cabling and wiring in AT&T-12STATE locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with AT&T-12STATE's OSS.
7. **Pricing/Rates**
- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that AT&T-12STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T-12STATE technician time involved

in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by AT&T-12STATE are performed outside of standard business hours.

8. **Definitions Applicable to this Appendix**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each AT&T-12STATE state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"AT&T-12STATE"** as used herein means the applicable AT&T-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX BCR

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APPENDIX BCR (Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.3 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.4 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.5 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.6 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.8 The prices at which AT&T SOUTHWEST REGION 5-STATE agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 "Telcordia Client Company Calling Card and Third Number Settlement System" (BCC CATS) - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 "Charges" - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 "Compensation" - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 "IntraLATA" - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 "InterLATA" - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 "Local Exchange Carrier" (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 "Local Message" - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 "Revenues" - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to AT&T SOUTHWEST REGION 5-STATE procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when AT&T SOUTHWEST REGION 5-STATE company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to AT&T SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including AT&T SOUTHWEST REGION 5-STATE), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for AT&T SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to AT&T SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of AT&T SOUTHWEST REGION 5-STATE bill to CLEC for such services.
- 4.4 AT&T SOUTHWEST REGION 5-STATE agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including AT&T SOUTHWEST REGION 5-STATE) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by AT&T SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by AT&T

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to AT&T SOUTHWEST REGION 5-STATE for such services.

- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, AT&T SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Appendix against amounts owed to AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 AT&T SOUTHWEST REGION 5-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between AT&T MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.6 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means 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/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.8 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Centralized Message Distribution System" (CMDS)** - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **"Direct Participants" (DP)** - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
- 2.2.11 South Central Bell Telephone Company
- 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
- 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
- 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
- 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
- 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
- 2.2.17 Northwestern Bell Telephone Company
- 2.2.18 Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
- 2.2.19 Mountain Bell Telephone Company
- 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
- 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
- 2.2.22 The Southern New England Telephone Company
- 2.2.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.

- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX-PRICING (ARKANSAS)

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APPENDIX PRICING (ARKANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T ARKANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T ARKANSAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T ARKANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T ARKANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1 (Rural)	3,000 or fewer
Zone 2 (Suburban)	3,001 – 18,000
Zone 3 (Urban)	18,001 or Greater

- 1.9 AT&T ARKANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T ARKANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR

provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T ARKANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T ARKANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T ARKANSAS' current generic contract rate for the Product or Service set forth in AT&T ARKANSAS' applicable state-specific generic pricing schedule as published on AT&T ARKANSAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T ARKANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T ARKANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T ARKANSAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T ARKANSAS for that Product or Service and incorporated into AT&T ARKANSAS' current state-specific generic pricing schedule as published on AT&T ARKANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T ARKANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T ARKANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T ARKANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T ARKANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T ARKANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T ARKANSAS 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 ARKANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T ARKANSAS network, without any changes to AT&T ARKANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T ARKANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 68.35	\$ 34.15
	2-Wire Analog Zone 1 (Rural)	U21	\$ 71.05	\$ 41.05	\$ 16.50
	2-Wire Analog Zone 2 (Suburban)	U21	\$ 31.60	\$ 41.05	\$ 16.50
	2-Wire Analog Zone 3 (Urban)	U21	\$ 18.75	\$ 41.05	\$ 16.50
	Conditioning for dB loss from 8db to 5db	UL2	\$ 7.60	\$ 48.55	\$ 18.20
	4-Wire Analog Zone 1(Rural)	U4H	\$ 145.50	\$ 282.20	\$ 107.95
	4-Wire Analog Zone 2 (Suburban)	U4H	\$ 64.80	\$ 282.20	\$ 107.95
	4-Wire Analog Zone 3 (Urban)	U4H	\$ 38.80	\$ 282.20	\$ 107.95
	2-Wire Digital Zone 1(Rural)	U2Q	\$ 119.95	\$ 126.65	\$ 66.40
	2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 59.95	\$ 126.65	\$ 66.40
	2-Wire Digital Zone 3 (Urban)	U2Q	\$ 42.55	\$ 126.65	\$ 66.40
	DS1 Loop Zone 1(Rural)	U4D1X	\$ 201.15	\$ 299.10	\$ 117.95
	DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 153.35	\$ 299.10	\$ 117.95
	DS1 Loop Zone 3 (Urban)	U4D1X	\$ 131.85	\$ 299.10	\$ 117.95
	DS3 Loop Zone 1 (Rural)	U4D3X	ICB	\$ 876.30	\$ 379.52
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,028.05	\$ 876.30	\$ 379.52
	DS3 Loop Zone 3 (Urban)	U4D3X	\$ 783.80	\$ 876.30	\$ 379.52
DSL Capable Loops					
2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	2SLAX	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	2SLAX	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	2SLAX	\$ 18.75	\$ 41.05	\$ 16.50
	PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	2SLCX	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	2SLCX	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	2SLCX	\$ 18.75	\$ 41.05	\$ 16.50
	PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	2SLBX	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	2SLBX	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	2SLBX	\$ 18.75	\$ 41.05	\$ 16.50
	PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	2SLDX	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	2SLDX	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	2SLDX	\$ 18.75	\$ 41.05	\$ 16.50
	PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	U2F	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	U2F	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	U2F	\$ 18.75	\$ 41.05	\$ 16.50
	PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)^M1	2SLFX	\$ 71.05	\$ 41.05	\$ 16.50
	PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)^M1	2SLFX	\$ 31.60	\$ 41.05	\$ 16.50
	PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)^M1	2SLFX	\$ 18.75	\$ 41.05	\$ 16.50
4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)^M1	4SL1X	\$ 145.50	\$ 282.20	\$ 107.95
	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)^M1	4SL1X	\$ 64.80	\$ 282.20	\$ 107.95
	PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)^M1	4SL1X	\$ 38.80	\$ 282.20	\$ 107.95
IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 119.95	\$ 126.65	\$ 66.40
	IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 59.95	\$ 126.65	\$ 66.40
	IDSL Loop Zone 3 (Urban)	UY5FX	\$ 42.55	\$ 126.65	\$ 66.40
Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A
	Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.52	N/A
DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 353.30	\$ 16.80
	Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 353.30	\$ 16.80
	Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 138.30	\$ 16.80
	Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 901.85	\$ 47.20
	Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 618.00	\$ 32.00
	Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 235.10	\$ 32.00
	Removal of Excessive Bridged Taps	NRBXW	None	\$ 593.55	\$ 30.40

UNE AECN:
RESALE AECN
ACNA:

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Date Prepared: 06/16/06

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 296.75	\$ 15.20
	Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 96.80	\$ 15.20
	Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,474.95	\$ 53.00
	Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 601.35	\$ 22.70
	Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 233.15	\$ 22.70
	Removal of Load Coils	NRBXZ	None	\$ 971.60	\$ 22.60
	Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 323.85	\$ 7.15
	Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 136.36	\$ 7.15
DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.95	\$ 137.85	TBD
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 65.14	\$ 28.51
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 77.29	\$ 39.81
LST	LST performed on CODSLAM Loop	URCLD	None	\$226.95	None
	LST performed on Sub Loop	URCLB	None	\$ 194.57	None
Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.57	\$ 80.63	\$ 76.76
	2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 65.14	\$ 28.51
	4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 95.45	\$ 91.58
	4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 77.29	\$ 39.81
	2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.57	\$ 80.63	\$ 76.76
	2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 65.14	\$ 28.51
	2-wire Analog Loop to Analog Line Port	UDLX2	\$ -	\$ 76.10	\$ 48.25
	2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD
	2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	\$ 20.03	\$ 19.16
	2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRFR5	NA	NA	\$ 48.25
	2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	NRFR7	NA	NA	\$ 19.16
	DS1 Loop to Collocation	UDLY4	8.43	95.45	\$ 91.58
	DS3 Loop to Collocation	UCXBX	18.69	176.43	\$ 110.47
Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.35	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.14	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.52	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 24.81	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 12.13	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 7.22	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 29.01	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 16.03	None	None
	ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$ 11.03	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 24.05	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.47	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 6.20	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 28.25	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 15.36	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 10.01	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.32	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.02	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 3.93	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.69	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.28	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 3.04	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 49.63	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 24.26	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 14.44	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.02	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 32.06	None	None
	ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	\$ 22.06	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 48.10	None	None

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ATT ARKANSAS
January 4, 2006

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Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 22.93	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 12.40	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 56.49	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.73	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 20.02	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 8.64	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 8.04	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.87	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.35	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.13	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.47	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 24.82	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 12.13	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 7.17	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 29.01	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 16.02	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 10.98	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 24.05	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.46	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 6.15	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 28.25	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 15.36	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 9.96	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.32	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.02	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 3.93	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.70	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.27	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.94	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 49.63	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 24.25	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 14.34	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.03	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 32.05	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 21.96	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 48.10	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 22.92	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 12.30	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 56.50	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.72	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 19.92	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 8.64	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 8.04	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.87	None	None
Sub-loop Unbundling Cross Connect					
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 258.04	\$ 97.80
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 258.93	\$ 98.70
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 258.04	\$ 97.80
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 258.93	\$ 98.70
Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile	ULNHS	\$ 50.00	\$ 310.00	\$ 220.00
	DT-DS1 Interoffice Transport, Each Additional Mile	ULNHS	\$ 16.80	None	None
	DT-DS3 Interoffice Transport, First Mile	ULNJS	\$ 815.00	\$ 338.00	\$ 236.00
	DT-DS3 Interoffice Transport, Each Additional Mile	ULNJS	\$ 118.00	None	None
	DS1 to Collocation	UCXHX	\$ 8.45	\$ 95.45	\$ 91.60
Dedicated Transport Cross Connect	DS3 to Collocation	UCXJX	ICB	ICB	ICB
	DS1 to VG	UM4BX	\$ 180.00	\$ 260.00	\$ 161.00
Multiplexing	DS3 to DS1	UM4AX	\$ 815.00	\$ 1,372.00	\$ 813.00
	Dark Fiber -Interoffice per strand	ULYCX	\$ 40.13	\$ 1,114.29	\$ 1,114.29
Dark Fiber	Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.02	None	None
	Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.01	None	None
	Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.01	None	None

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Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.32	\$ 51.15	\$ 51.15
	Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 350.65	\$ 350.65
Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.95	\$ 105.70	\$ 69.40
	2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.05	\$ 105.70	\$ 69.40
	2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.05	\$ 105.70	\$ 69.40
	Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD
	Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD
	Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD
Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA
Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 66.05	None
	Manual Change - Simple	NRBUO	None	\$ 63.70	None
	Manual Record - Simple	NRBUU	None	\$ 39.45	None
	Manual Disconnect - Simple	NRBUW	None	\$ 33.05	None
	Manual Suspend - Simple	NRBJZ	None	\$ 39.45	None
	Manual Restore - Simple	NRBJ9	None	\$ 39.45	None
	Manual Expedited - Simple	NRMV1	None	\$ 66.05	None
	Manual Customer Not Ready - Simple	NRMV5	None	\$ 66.05	None
	Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 66.05	None
	Manual New - Complex	NRBUR	None	\$ 270.70	None
	Manual Change - Complex	NRBUP	None	\$ 150.40	None
	Manual Record - Complex	NRBUV	None	\$ 126.15	None
	Manual Disconnect - Complex	NRBUX	None	\$ 72.30	None
	Manual Suspend - Complex	NRBJ7	None	\$ 126.15	None
	Manual Restore - Complex	NRBJ8	None	\$ 126.15	None
	Manual Expedited - Complex	NRMV2	None	\$ 270.70	None
	Manual Customer Not Ready - Complex	NRMV6	None	\$ 270.70	None
	Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 270.70	None
	Electronic New - Simple	NR9W2	None	\$ 5.00	None
	Electronic New - Complex	NRBGX	None	\$ 79.62	None
	Electronic Change - Simple	NR9GG	None	\$ 5.00	None
	Electronic Change - Complex	NR9G8	None	\$ 79.62	None
	Electronic Record - Simple	NR9GU	None	\$ 5.00	None
	Electronic Record - Complex	NR9G7	None	\$ 5.03	None
	Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None
	Electronic Disconnect - Complex	NR9G9	None	\$ 27.21	None
	Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None
	Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None
	Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None
	Electronic Expedited Complex	NRMVX	None	\$ 5.00	None
	Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None
	Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None
	Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$ 5.00	None
	Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$ 5.00	None
	PIC Change Charge	NRBL9	None	\$ 5.00	None
Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.40	None	None
	Directory Assistance (DA) - per call	ZZUO4	\$ 0.40	None	None
	Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None
	National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None
	National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None
	Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None
	Directory Assistance - Branding - Initial/Subsequent Load		None	\$ 1,800.00	\$ 1,800.00
	Directory Assistance - Branding - per call	ZZUCB	\$ 0.030	None	None
	Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 5,000.00	None
	Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	None	\$ 1,500.00
	Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None
	Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None
	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None

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	Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None
	Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None
	Reverse Directory Assistance (RDA)	ZZUO9	\$ 0.65	None	None
Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None
	Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.030	None	None
Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None
	Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000289	None	None
BCR	Per interstate local message	Not Applicable	\$ 0.08	None	None
	Per local message	Not Applicable	\$ 0.05	None	None
Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None
	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None
	Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None
Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None
	CH billing message - per message	Not Applicable	\$ 0.050	None	None
Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 71.20	\$ 34.25
	Overtime - per half hour	MVV	None	\$ 88.85	\$ 43.10
	Premium Time - per half hour	MVV	None	\$ 106.55	\$ 51.90
Time and Materials Charges	Basic Time - per half hour	ALK	None	\$ 71.20	\$ 34.25
	Basic Time - per half hour	ALT	None	\$ 71.20	\$ 34.25
	Basic Time - per half hour	ALH	None	\$ 71.20	\$ 34.25
	Overtime - per half hour	ALK	None	\$ 88.85	\$ 43.10
	Overtime - per half hour	ALT	None	\$ 88.85	\$ 43.10
	Overtime - per half hour	ALH	None	\$ 88.85	\$ 43.10
	Premium Time - per half hour	ALK	None	\$ 106.55	\$ 51.90
	Premium Time - per half hour	ALT	None	\$ 106.55	\$ 51.90
	Premium Time - per half hour	ALH	None	\$ 106.55	\$ 51.90
Poles and Duct (Structure)	Poles (\$/attachment/yr.)* ##		\$1.68		
	Per Foot Conduit Occupancy Fees ##				
	Full Duct (\$/ft/yr.)		\$0.70		
	Half Duct (\$/ft/yr)		\$0.35		
Contract Administration Fee				\$ 125.00	
Administrative Record-Keeping Fee				\$ 125.00	
	Unauthorized Attachment Fee		5 Times the Annual Rate per Pole		
	Unauthorized Occupancy Fee		5 Times the Annual Rate per Conduit Foot		
	* For(1) each one foot of usable space, or fraction thereof, occupeid and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
	## 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 CLEC no later than November 1st for the succeeding year.				
INTERCARRIER COMPENSATION					
	Long-Term Local Bill and Keep Arrangements for "In-Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic				
End Office Local Termination - Zone 1 Rural	Set up charge, per call	ZZUR8	\$0.000000		
	Duration charge, per MOU	ZZUR2	\$0.000000		
End Office Local Termination - Zone 2 Suburban	Set up charge, per call	ZZUR8	\$0.000000		
	Duration charge, per MOU	ZZUR2	\$0.000000		
End Office Local Termination - Zone 3 Urban	Set up charge, per call	ZZUR8	\$0.000000		
	Duration charge, per MOU	ZZUR2	\$0.000000		
Tandem Switching		ZZUR1	\$0.000000		
Common Transport	Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.000000		

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	Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.000000		
	Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.000000		
	Termination per Minute of Use Interzone	ZZUST	\$0.000000		
	Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.000000		
	Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.000000		
	Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.000000		
	Facilities per Minute, per Mile Interzone	ZZURF	\$0.000000		
	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2	\$ 0.000700		
Optional EAS Transport and Termination per MOU		ZZUR2	\$ 0.016000		
RESALE					
BUSINESS					
LOCAL EXCHANGE SERVICE					
	Business 1 Party		14.50%	14.50%	
	Business - Multi-Line Hunting		14.50%	14.50%	
	Business Measured		14.50%	14.50%	
	Business Measured (HTG Class of Service)		14.50%	14.50%	
	Customer Owned Pay Telephone Service		14.50%	14.50%	
	Line Amplifier		14.50%	14.50%	
	Message Register Equipment		14.50%	14.50%	
	Service Connections, Moves and Changes		14.50%	14.50%	
	Special Billing Numbers		14.50%	14.50%	
	Telephone Answering and Secretarial Service		14.50%	14.50%	
EXPANDED LOCAL CALLING					
	Mandatory EAS		14.50%	14.50%	
	MetroPlus		14.50%	14.50%	
VERTICAL SERVICES					
	Auto Redial		14.50%	14.50%	
	Call Blocker		14.50%	14.50%	
	Call Forwarding		14.50%	14.50%	
	Call Forwarding - Busy Line		14.50%	14.50%	
	Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%	
	Call Forwarding - Don't Answer		14.50%	14.50%	
	Call Return		14.50%	14.50%	
	Call Trace		14.50%	14.50%	
	Call Waiting		14.50%	14.50%	
	Calling Name		14.50%	14.50%	
	Calling Number		14.50%	14.50%	
	Personalized Ring (1 dependent number)		14.50%	14.50%	
	Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%	
	Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%	
	Priority Call		14.50%	14.50%	
	Remote Access to Call Forwarding		14.50%	14.50%	
	Selective Call Forwarding		14.50%	14.50%	
	Simultaneous Call Forwarding		14.50%	14.50%	
	Speed Calling		14.50%	14.50%	
	Three Way Calling		14.50%	14.50%	
DID					
	DID (First Block of 100 - Category 1)		14.50%	14.50%	
	DID (First Block of 10 - Category 1)		14.50%	14.50%	
	DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%	
	DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%	
	DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%	
	DID (with Multifrequency)		14.50%	14.50%	
	DID (with Dual-Tone Multifrequency)		14.50%	14.50%	
	DID (1st 10 Trunks or access lines)		14.50%	14.50%	

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	DID (11th thru 50th trunk or network access line)		14.50%	14.50%	
	DID (51st trunk or network access line)		14.50%	14.50%	
TRUNKS					
	Analog Trunks		14.50%	14.50%	
	Digital Trunks		14.50%	14.50%	
	PBX Dormitory Trunks		14.50%	14.50%	
AIN					
	Area Wide Networking		14.50%	14.50%	
	Caller Intelidata		14.50%	14.50%	
	Disaster Routing Service		14.50%	14.50%	
	Intelligent Redirectsm		14.50%	14.50%	
	Intellinumber		14.50%	14.50%	
	Positive ID		14.50%	14.50%	
OTHER					
	Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%	
	Busy Out Arrangement		14.50%	14.50%	
	Conference Telephone Service		14.50%	14.50%	
	Customer Alerting Enablement		14.50%	14.50%	
	Grandfathered Services		14.50%	14.50%	
	Hot Line		14.50%	14.50%	
	Hunting		14.50%	14.50%	
	Improved Transmission		14.50%	14.50%	
	Intercept Referral Service		14.50%	14.50%	
	Local Operator Assistance Service		14.50%	14.50%	
	Night Number associated with Telephone Number		14.50%	14.50%	
	Night Number associated with a Terminal		14.50%	14.50%	
	Promotions (Greater than 90 days)		14.50%	14.50%	
	Telebranch®		14.50%	14.50%	
	Preferred Number Service		14.50%	14.50%	
	Second Line Control		14.50%	14.50%	
	TouchTone		14.50%	14.50%	
	Voice Dial		14.50%	14.50%	
	Warm Line		14.50%	14.50%	
Data Services					
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%	
	PBX Trunks		14.50%	14.50%	
	Mult-Service Optical Network (MON)		14.50%	14.50%	
	OCn-PTP		14.50%	14.50%	
	DS3		14.50%	14.50%	
ISDN					
	Digilinesm (ISDN BRI)		14.50%	14.50%	
	Select Video Plus®		14.50%	14.50%	
	Smart Trunksm (ISDN PRI)		14.50%	14.50%	
	SuperTrunk		14.50%	14.50%	
TOLL					
	IntraLata MTS		14.50%	14.50%	
	MaxiMizer 800®		14.50%	14.50%	
	OutWATS		14.50%	14.50%	
	800 Service		14.50%	14.50%	

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
OPTIONAL TOLL CALLING PLANS	1+ SAVERsm		14.50%	14.50%	
	Designated Number Service (1+SAVER Directsm)		14.50%	14.50%	
	Circle Saver		14.50%	14.50%	
	Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%	
	Community Calling Service		14.50%	14.50%	
	Extended Community Saver		14.50%	14.50%	
PLEXAR®	Plexar I®		14.50%	14.50%	
	Plexar II®		14.50%	14.50%	
PRIVATE LINE	Analog Private Lines		14.50%	14.50%	
	Announcement Distribution Services		14.50%	14.50%	
	DOVLink		14.50%	14.50%	
	Foreign Exchange Service		14.50%	14.50%	
	Foreign Serving Office		14.50%	14.50%	
	Frame Relay		14.50%	14.50%	
	Group Alerting Services		14.50%	14.50%	
	MegaLink I®		14.50%	14.50%	
	MegaLink II®		14.50%	14.50%	
	MegaLink III®		14.50%	14.50%	
	MicroLink I®		14.50%	14.50%	
	MicroLink II®		14.50%	14.50%	
	Public Response Calling Service		0.145	\$ 0.14	
RESIDENCE LOCAL EXCHANGE SERVICE	Life Line and Link Up America Services		14.50%	14.50%	
	Residence 1 Party		14.50%	14.50%	
	Residence Measured		14.50%	14.50%	
	Service Connections, Moves and Changes		14.50%	14.50%	
EXPANDED LOCAL CALLING	Expanded Local Calling (Mandatory)		14.50%	14.50%	
	MetroPlus		14.50%	14.50%	
VERTICAL SERVICES	Auto Redial		14.50%	14.50%	
	Call Blocker		14.50%	14.50%	
	Call Forwarding		14.50%	14.50%	
	Call Forwarding - Busy Line		14.50%	14.50%	
	Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%	
	Call Forwarding - Don't Answer		14.50%	14.50%	
	Call Return		14.50%	14.50%	
	Call Trace		14.50%	14.50%	
	Call Waiting		14.50%	14.50%	
	Calling Name		14.50%	14.50%	
	Calling Number		14.50%	14.50%	
	ComCall®		14.50%	14.50%	
	Personalized Ring (1 dependent number)		14.50%	14.50%	
	Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%	
	Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%	
	Priority Call		\$ 0.145	\$ 0.14	
	Remote Access to Call Forwarding		\$ 0.14	\$ 0.14	
	Selective Call Forwarding		\$ 0.14	\$ 0.14	
	Simultaneous Call Forwarding		\$ 0.14	\$ 0.14	
	Speed Calling		\$ 0.14	\$ 0.14	
	Three Way Calling		\$ 0.14	\$ 0.14	

UNE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
ISDN	Digiline		\$ 0.145	\$ 0.14	
OTHER	Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%	
	Conference Telephone Service		14.5%	14.5%	
	Customer Alerting Enablement		14.5%	14.5%	
	Grandfathered Services		14.5%	14.5%	
	Hot Line		14.5%	14.5%	
	Improved Transmission		14.5%	14.5%	
	Intercept Referral Service		14.5%	14.5%	
	Local Operator Assistance Service		14.5%	14.5%	
	Promotions (Greater than 90 days)		14.5%	14.5%	
	Preferred Number Service		14.5%	14.5%	
	Second Line Control		14.5%	14.5%	
	TouchTone		14.5%	14.5%	
	Voice Dial		14.5%	14.5%	
	Warm Line		14.5%	14.5%	
OTHER (Resale)	Directory Assistance / Operator Services				
	Directory Assistance Services		14.50%	NA	NA
	Local Operator Assistance Service		14.50%	NA	NA
	National Directory Assistance (NDA), per call	ZZU05	\$0.65	None	None
	National Directory Assistance (NDA), per call	ZZU06	\$0.65	None	None
	Reverse Directory Assistance (RDA), per call	ZZU08	\$0.65	None	None
	Reverse Directory Assistance (RDA), per call	ZZU09	\$0.65	None	None
	Business Category Search (BCS), per call	ZZU0B	\$0.65	None	None
	Directory Assistance Call Completion (DACC), per call	ZZU07	\$0.15	None	None
	OS/DA Automated Call Greeting and References / Rates				
	Branding - Initial/Subsequent Load, per switch		None	\$ 1,800.00	\$ 1,800.00
	Brand and Reference/Rate Look Up, per OS/DA call	ZZUCB	\$0.03	None	None
	Rate Reference Initial Load, per state, per OCN	NRBDL	None	\$ 5,000.00	None
	Rate Reference Subsequent Load, per state, per OCN	NRBDM	None	None	\$ 1,500.00
TOLL	Home 800sm		14.5%	14.5%	
	IntraLATA MTS		14.5%	14.5%	
	WATS		14.5%	14.5%	
OPTIONAL TOLL CALLING PLANS	1+ SAVERsm		14.5%	14.5%	
	Designated Number Service (1+SAVER Directsm)		14.5%	14.5%	
	Circle Saver		14.5%	14.5%	
	Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%	
	Community Calling Service		14.5%	14.5%	
	Extended Community Saver		14.5%	14.5%	
	900 Call Restriction		14.5%	14.5%	
	Access Services		0.0%	0.0%	
	Additional Directory Listings		14.5%	14.5%	
	Bill Plus		5.0%	5.0%	
	Company Initiated Suspension Service		0.0%	0.0%	
	Connections with Terminal Equipment and Communications Equipment		0.0%	0.0%	
	Consolidated Billing		5.0%	5.0%	
	Construction Charges		0.0%	0.0%	
	Customer Initiated Suspension Service		0.0%	0.0%	
	Exchange Connection Service		0.0%	0.0%	
	Joint User Service		0.0%	0.0%	
	Maintenance of Service Charges		0.0%	0.0%	

UNE AECN:
RESALE AECN
ACNA:

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Date Prepared: 06/16/06

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT ARKANSAS
January 4, 2006

APPENDIX PRICING
ATT AR/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Plexar Custom®		0.0%	0.0%	
	Prepaid Calling Cards		14.5%	14.5%	
	Telecommunications Service Priority Systems		0.0%	0.0%	
	Toll Billing Exception (Billed Number Screen)		14.5%	14.5%	
	Toll Restriction		14.5%	14.5%	
	Wireless Carrier Interconnection Services		0.0%	0.0%	
Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA
Simple conversion charge per billable number			NA	\$ 25.00	NA
Electronic conversion orders per billable number			NA	\$ 5.00	NA
Complex conversion orders per billable number			NA	\$ 125.00	NA
AT&T Arkansas transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher			NA	\$ 100.00	NA

APPENDIX WP EXHIBIT 1 AT&T ARKANSAS

Directory White Pages Price Sheet				
Directory			Price per single sided informational page	
Little Rock			\$964.44	
Ashdown			\$178.60	
Batesville			\$178.60	
Benton			\$178.60	
Blytheville			\$178.60	
Conway			\$178.60	
El Dorado			\$178.60	
Eureka Springs			\$178.60	
Fayetteville			\$178.60	
Forrest City			\$178.60	
Fort Smith			\$178.60	
Haber Springs			\$178.60	
Helena			\$178.60	
Hope			\$178.60	
Hot Springs			\$178.60	
Jonesboro			\$178.60	
Lonoke			\$178.60	
Mena			\$178.60	
Monticello			\$178.60	
Nashville			\$178.60	
Newport			\$178.60	
Osceola			\$178.60	
Pine Bluff			\$178.60	
Searcy			\$178.60	
Warren			\$178.60	
West Memphis			\$178.60	
Brinkley			\$61.59	
Hamburg			\$61.59	
Lake Village			\$61.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND/OR AT&T
TEXAS
- COMMISSION ORDERED)**

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **AT&T SOUTHWEST REGION 5-STATE**'s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T SOUTHWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **AT&T SOUTHWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX PRICING (CALIFORNIA)

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APPENDIX PRICING (CALIFORNIA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement, including but not limited to the term "Lawful UNE" as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies one or more Commission-established Rates in any decision, order, resolution, or other ruling of general applicability ("Order") to the Interconnection, Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (*i.e. not an order or docket relating only to a specific complaint or interconnection agreement arbitration*), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such Order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement, unless otherwise provided for by said Commission or FCC Order. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, unless otherwise provided for by Commission or FCC Order, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval, unless otherwise provided for by the Commission or FCC Order. In addition, unless otherwise provided for by the Commission or FCC Order, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such Order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the Order.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an Order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply notwithstanding the issuance of that Ruling, unless otherwise provided for by the Order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the Order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply on a prospective basis only. Further, the Parties shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment, absent a Ruling to the contrary.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective Agreement between the Parties at the time the Order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may have been deemed interim rates by the Commission ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement unless otherwise provided for by the Commission. Following such Rate Notice, and without the need for any formal amendment or further Commission action, AT&T CALIFORNIA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Rate Notice, unless otherwise provided for by the Commission. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such replacement and submit such amendment to the Commission for approval, unless otherwise provided for by the Commission.

- 1.6.1 If the Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T CALIFORNIA will issue any adjustments that are appropriate (*e.g.*, billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith, unless otherwise provided for by the Commission.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to a Commission order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply notwithstanding the issuance of that order, unless otherwise provided for by the Commission.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the Commission order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply on a prospective basis only unless otherwise provided for by the Commission. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment, unless otherwise provided for by the Commission.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective Agreement between the Parties at the time the Commission order became effective, either Party may still give a Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 1.7 The Parties acknowledge that, the California Public Utilities Commission ("CPUC") established rates for certain Unbundled Network Elements ("UNE") in the Open Architecture Network And Design ("OANAD") Proceeding. The Parties further acknowledge that the CPUC established certain UNE rates in D. 99-011-50, some of which were subsequently modified by the CPUC's decisions in D. 02-05-042, D. 02-09-052 and D. 03-07-023. Pursuant to the terms of D. 02-05-042, D. 02-09-052, and D. 03-07-023, certain UNE rates were modified on an interim basis and are subject to retroactive true up pending a final decision by the CPUC in its Proceeding No. A. 01-02-024/A.01-02-035, *et. seq.* approving final recurring rates in the 2001/2002 Consolidated UNE Reexamination Proceeding ("2001/2002 UNE Reexamination Proceeding"). Other UNE rates, including non-recurring rates, are final (*i.e.*, non-interim) rates which may be subject to modification but not subject to true-up. Unless otherwise provided by the CPUC, all interim and final UNE rates set forth in this Agreement shall be automatically replaced and superseded by the final rates established by the CPUC as of the implementation date established by the Commission's decision in the 2001/2002 UNE Reexamination Proceeding, subject to any appeals and associated review.
- 1.8 Notice to Adopting CLECs
- Notwithstanding anything to the contrary in this Appendix and Agreement including, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T CALIFORNIA and the Adopting CLEC (*i.e.*, following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.9 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
B	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
C	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1

1.10 AT&T CALIFORNIA's obligation to provide Interconnection, Lawful Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T CALIFORNIA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T CALIFORNIA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.10.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T CALIFORNIA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T CALIFORNIA's current generic contract rate for the Product or Service, set forth in AT&T CALIFORNIA's applicable state-specific generic pricing schedule as published on AT&T CALIFORNIA's CLEC website; or

1.10.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.10.1, above, and AT&T CALIFORNIA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.10.

1.11 Establishment of "TBD" Rates

When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T CALIFORNIA for that Product or Service and incorporated into AT&T CALIFORNIA's current state-specific generic pricing schedule as published on AT&T CALIFORNIA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T CALIFORNIA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T CALIFORNIA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the

state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T CALIFORNIA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.11.1 AT&T CALIFORNIA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T CALIFORNIA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

- 2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in AT&T CALIFORNIA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for MRCs and NRCs adopted by the CPUC subsequent to the effective date of this agreement may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, AT&T CALIFORNIA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, AT&T CALIFORNIA shall bill at the prices AT&T CALIFORNIA is currently billing one (1) or more of its other CLEC End Users that, in AT&T CALIFORNIA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. These true ups will be excluded from billing performance results.
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, AT&T CALIFORNIA and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such completed calls until such time as AT&T CALIFORNIA is able to bill on a per attempt basis.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, AT&T CALIFORNIA 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 CALIFORNIA will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NONRECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each Lawful UNE on the first connection on a CLEC order as well as separate nonrecurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts or adds new service, an End User's existing service, the normal service order charges and/or non- recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges (Service Order Charges and Channel Charges) shall apply for each service request processed by AT&T CALIFORNIA, including but not limited to the following:
 - 4.4.1 Installation (Service Order Connect Charge and Channel Connect Charge);
 - 4.4.2 Disconnection (Service Order Disconnect Charge and Channel Disconnect Charge);
 - 4.4.3 Rearrangement/modification (Service Order Change Charge and Channel Change Charge);
 - 4.4.4 Record Order (Service Order Record Charge and Channel Record Charge).
- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in AT&T CALIFORNIA's Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>													
CROSS CONNECT													
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX15	\$0.16	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX15	\$0.00	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08		\$3.29		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81		\$0.81		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX5O, HOX5O	\$3.29	XOX52, HOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	MOX5O	\$0.16	MOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX5O, HOX5O	\$0.81	XOX52, HOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING													
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRANSPORT													
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MANUAL/FAX COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00		\$42.48	HOCH3	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00		\$14.77	SOCH3	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00		\$0.00		\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00		\$42.48	HOCH3	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00		\$14.77	SOCH3	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00		\$0.00		\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00

	Notes	NON-RECURRING													
		Connect	USOC	Disconnect	Service Order				USOC	Record	USOC	Channel			
					USOC	Change	USOC	Record				Connect	Disconnect	Change	Record
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>															
LINK	/1/														
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00		
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00		
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00		
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00		
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00		
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00		
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00		
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00		
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00		
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00		
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00		
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00		
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00		
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE))	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00		
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$104.59	\$13.44	\$0.00	\$0.00		
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$104.59	\$13.44	\$0.00	\$0.00		
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$104.59	\$13.44	\$0.00	\$0.00		
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$58.25	\$10.73	\$0.00	\$0.00		
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$58.25	\$10.73	\$0.00	\$0.00		
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$58.25	\$10.73	\$0.00	\$0.00		
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06		\$49.90		\$53.09		\$47.50		\$108.56	\$17.38	\$0.00	\$0.00		
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09		\$21.57		\$24.00		\$19.61		\$108.56	\$17.38	\$0.00	\$0.00		
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$108.56	\$17.38	\$0.00	\$0.00		
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00		
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00		
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00		
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00		
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00		
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.55	\$8.57	\$15.50	\$0.00		
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00		
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00		
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.67	\$5.68	\$0.00	\$0.00		
PBX LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
PBX LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00		
PBX LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
PBX LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00		
COIN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX08	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX08	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
COIN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX08	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00		
COIN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX08	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX08	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
COIN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX08	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00		
DS3 Loop - INITIAL (Manual)	/1/	\$72.75	HOX32	\$44.91	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$67.25	\$35.81	\$0.00	\$0.00		
DS3 Loop - INITIAL (Cesar/LEX)	/1/	\$46.65	XOX32	\$18.81	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$67.25	\$35.81	\$0.00	\$0.00		

	Notes	NON-RECURRING										Channel			
		Service Order													
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record		
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>															
DS3 Loop - INITIAL (Mechanized))	/1/	\$0.73	MOX32	\$0.73	MOX34	\$0.00		\$0.00		\$67.25	\$35.81	\$0.00	\$0.00		
DS3 Loop - ADDITIONAL (Manual)	/1/	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$57.35	\$29.97	\$0.00	\$0.00		
DS3 Loop - ADDITIONAL (Cesar/LEX)	/1/	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$57.35	\$29.97	\$0.00	\$0.00		
DS3 Loop - ADDITIONAL (Mechanized)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00		
DSL CAPABLE LOOPS:															
2-Wire Digital Loop ISDN/IDSL															
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00		
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00		
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.55	\$8.57	\$15.50	\$0.00		
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00		
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00		
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.68	\$0.00	\$0.00		
2-Wire xDSL Loop															
PSD #1 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00		
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00		
PSD #2 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50			
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50			
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50			
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00			
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00			
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00			
PSD #3 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50			
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50			
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50			
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00			
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00			
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00			
PSD #4 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00		
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00		
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00		
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00		
PSD #5 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50			
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50			
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50			
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00			
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00			
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00			
PSD #7 - 2-Wire xDSL Loop															
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50			
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50			
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50			
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00			
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00			
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00			
4-Wire xDSL Loop															

	Notes	NON-RECURRING											
		Connect	USOC	Disconnect	Service Order		USOC	Record	USOC	Channel			
					USOC	Change				Connect	Disconnect	Change	Record
<u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</u>													
PSD #3 - 4-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
NETWORK INTERFACE DEVICE (NID)													
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX))	/1/	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX)	/1/	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX -	/1/	\$0.00	HCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX -)	/1/	\$0.00	PCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that AT&T California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

			Notes	Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		Recurring	*@* INDICATES TO REFER	
				and/or Resale	TO THE NONRECURRING	
				Discount %	PRICE SHEET FOR RATES	
DSL Conditioning Options						
	Removal of Repeaters	NRBXV	N/A	\$	246.30	21.17
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	N/A	\$	246.30	21.17
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A	\$	81.06	21.17
	Removal of Bridged Taps and Repeaters	NRBXH	N/A	\$	787.66	56.06
	Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTU	N/A	\$	506.31	38.61
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A	\$	177.15	38.61
	Removal of Bridged Taps	NRBXW	N/A	\$	588.17	34.89
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A	\$	294.08	17.44
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A	\$	96.10	17.44
	Removal of Bridged Taps and Load Coils	NRBXF	N/A	\$	1,321.41	64.10
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A	\$	534.25	26.78
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A	\$	197.66	26.78
	Removal of Load Coils	NRBXZ	N/A	\$	780.05	29.22
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	\$	260.02	9.34
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	\$	101.56	9.34
Remove All Bridged Tap (RABT) - MMP						
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	N/A	\$ 295.60	
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	N/A	\$ 765.21	
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	N/A	\$ 295.60	
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A	N/A	\$ 295.60	
SUB-LOOPS						
ECS to SAI sub-loop						NRC
	2 Wire Analog	U6LSA	N/A	\$ 0.89	N/A	N/A
	4 Wire Analog	U6LSA	N/A	\$ 5.73	N/A	N/A
	2 Wire DSL	U6LSA	N/A	\$ 0.89	N/A	N/A
	4 Wire DSL	U6LSA	N/A	\$ 5.73	N/A	N/A
ECS to Terminal sub-loop						
	2 Wire Analog	U6LSB	N/A	\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSB	N/A	\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSB	N/A	\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSB	N/A	\$ 13.08	N/A	N/A
ECS to NID sub-loop						
	2 Wire Analog	U6LSC	N/A	\$ 6.67	N/A	N/A
	4 Wire Analog	U6LSC	N/A	\$ 19.52	N/A	N/A
	2 Wire DSL	U6LSC	N/A	\$ 6.67	N/A	N/A
	4 Wire DSL	U6LSC	N/A	\$ 19.52	N/A	N/A
SAI to Terminal sub-loop						
	2 Wire Analog	U6LSS	N/A	\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSS	N/A	\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSS	N/A	\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSS	N/A	\$ 13.08	N/A	N/A
SAI to NID sub-loop						
	2 Wire Analog	U6LST	N/A	\$ 6.67	N/A	N/A
	4 Wire Analog	U6LST	N/A	\$ 19.52	N/A	N/A
	2 Wire DSL	U6LST	N/A	\$ 6.67	N/A	N/A
	4 Wire DSL	U6LST	N/A	\$ 19.52	N/A	N/A
Terminal to NID sub-loop						
	2 Wire Analog	U6LSU	N/A	\$ 2.96	N/A	N/A
	4 Wire Analog	U6LSU	N/A	\$ 8.25	N/A	N/A
	2 Wire DSL	U6LSU	N/A	\$ 2.96	N/A	N/A
	4 Wire DSL	U6LSU	N/A	\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges						
2-Wire DSL - Simple					NRC Initial	NRC Additional
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 247.58	\$ 64.64
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 182.41	\$ 64.64
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 250.32	\$ 56.45
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 185.15	\$ 56.45
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A	N/A	\$ 332.25	\$ 97.04
	Crossconnects, per line - (CESAR/LEX)	UCNC2	N/A	N/A	\$ 267.07	\$ 97.04
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A	N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A	N/A	\$ 310.64	\$ 69.07
	Crossconnects, per line - (CESAR/LEX)	UCNC5	N/A	N/A	\$ 245.47	\$ 69.07
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A	N/A	\$ 180.23	\$ 60.59
4-Wire Analog - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A	N/A	\$ 332.25	\$ 97.04

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

			Notes	Monthly	NRC Initial		NRC Additional	
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		Recurring and/or Resale	*@" INDICATES TO REFER		TO THE NONRECURRING	
					Discount %	PRICE SHEET FOR RATES		
	Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		\$	267.07	\$	97.04
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		\$	201.84	\$	88.55
4-Wire Analog - Complex								
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		\$	310.64	\$	69.07
	Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		\$	220.49	\$	69.07
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		\$	180.23	\$	60.59
DS1 Copper - Simple								
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		\$	362.76	\$	142.02
	Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		\$	302.57	\$	142.02
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		\$	223.55	\$	132.66
DS1 Copper - Complex								
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		\$	318.69	\$	90.56
	Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		\$	258.50	\$	90.56
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		\$	179.48	\$	81.19
DS1 Fiber - Simple								
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		\$	385.22	\$	162.72
	Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		\$	325.03	\$	162.72
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		\$	246.01	\$	153.36
DS1 Fiber - Complex								
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		\$	321.17	\$	91.28
	Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		\$	260.98	\$	91.28
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		\$	181.96	\$	81.91
DS3 - Simple								
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		\$	394.29	\$	167.21
	Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		\$	334.10	\$	167.21
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		\$	255.08	\$	157.84
DS3 - Complex								
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		\$	321.46	\$	91.57
	Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		\$	261.27	\$	91.57
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		\$	182.25	\$	82.20
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GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
BLV/I Trunks						
Trunk Installation per trunk	TPP6X, TPP9X			N/A	\$ 500.00	\$ 184.00
Ancillary Equipment						
Analog Bridging						
Master Leg Plug 2-wire	ABPM2			\$ 14.10	\$24.60	
Master Leg Plug 4 wire	ABPM4			\$ 14.10	\$24.60	
2-wire Analog Bridge Plug				\$ 13.50	\$24.60	
4-wire Analog Bridge Plug				\$ 12.85	\$24.60	
Program Audio Bridging						
Program Audio Bridge	PAB			\$ 85.60	\$172.00	
Diverse Routing						
DS1 per point of termination				See Tariff (FCC #1 Section 6)		
DS3 per point of termination				See Tariff (FCC #1 Section 6)		
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DS3 per point of termination				See Tariff (FCC #1 Section 6)		
(W/O Terminal Equip.)				Refer to California PUC D-5 for		
DAL						
Migration charge/NXX				N/A	\$10,000.00	
Message Exchange						
ME 3rd Party Host--Facility CLEC						
CLEC Billing Charge (per message)				\$ 0.05	N/A	
AT&T California Billing Charge (per message)				\$ 0.05		
AT&T California Settlement Charge (per message)				\$ 0.02	N/A	
ME PB Host--Facility CLEC						
Set-Up Charge					\$8,500.00	
AT&T California Monthly Charge				\$ 1,200.00		
AT&T California' Message Processing Rate (per message)				\$ 0.01		
AT&T California Replacement Tape Fee (per tape)				\$ 50.00		
AT&T California Consulting/Training Fee (per hour)				\$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				\$ 0.05		
ME 3rd Party or No Host--Resale/UNE-P CLEC						
CLEC Billing Charge (per message)				\$ 0.05	N/A	
AT&T California Settlement Charge (per message)				\$ 0.16		
ME PB Host--Resale/UNE CLEC						
Set-Up Charge					\$4,250.00	
AT&T California Monthly Charge				\$ 600.00		
AT&T California Message Processing Rate (per message)				\$ 0.01		
AT&T California Message Packaging Rate (per message)				\$ 0.01		
AT&T California Replacement Tape Fee (per tape)				\$ 50.00		
AT&T California' Consulting/Training Fee (per hour)				\$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				\$ 0.05		
LNP Surcharge				See Tariff (FCC #1		
Pole and Duct (Structure)				Annual		
Poles (\$/attachment/yr.)*##				\$ 5.34	Non recurring	
Per Foot Conduit Occupancy Fees##						
Inner Duct (\$/ft/yr.)				\$ 0.54		
Full Duct (\$/ft/yr)				\$ 1.08		
Contract Administration Fee					\$ 125.00	
Administrative Record-Keeping Fee					\$ 125.00	
Unauthorized Attachment Fee					\$500 per Pole	
Unauthorized Occupancy Fee					\$500 per Manhole	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence. ## 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 CLEC no later than November 1st for the succeeding year.						
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				USAGE		
LONG-TERM LOCAL BILL AND KEEP ARRANGEMENTS FOR "IN-BALANCE" SECTION 251(B)(5) TRAFFIC AND ISP- BOUND TRAFFIC						
End Office Local Termination - Interoffice Terminating						
Set up charge, per call			/2/	\$0.00		
Duration charge, per MOU			/2/	\$0.00		
Tandem Switching - Shared Transport						
Setup per Call			/2/	\$0.00		
Setup per Completed Message			/2/	\$0.00		
Holding Time per MOU			/2/	\$0.00		
Switch Transport Common						
Fixed Mileage			/2/	\$0.00		
Variable			/2/	\$0.00		
COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP- BOUND TRAFFIC						
Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU				\$ 0.000700		

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
RESALE				<u>Resale Discounts</u>		
				<u>Recurring</u>	<u>Non recurring</u>	
LOCAL EXCHANGE SERVICE						
Individual Line Measured Rate Residence Service				17%	17%	
Individual Line Measured Rate Business Service				17%	17%	
Individual Line Flat Rate Residence Service				17%	17%	
Farmer Line Service				17%	17%	
LOCAL USAGE, ZUM, and EAS						
VERTICAL SERVICES						
Three Way Calling				17%	17%	
Call Forwarding				17%	17%	
Busy Call Forwarding				17%	17%	
Delayed Call Forwarding				17%	17%	
Remote Access to Call Forwarding				17%	17%	
Call Screen				17%	17%	
Select Call Forwarding				17%	17%	
Priority Ringing				17%	17%	
Repeat Dialing				17%	17%	
Call Return				17%	17%	
Caller ID				17%	17%	
Call Waiting				17%	17%	
Speed Calling - 8 code capacity				17%	17%	
Speed Calling - 30 code capacity				17%	17%	
Intercom				17%	17%	
Intercom Plus				17%	17%	
Call Trace				17%	17%	
Caller ID on Analog Centrex-Like Lines				17%	17%	
Caller ID on PBX Lines				17%	17%	
Caller ID on Dedicated Custom 8 Service				17%	17%	
Direct Connect				17%	17%	
Usage Sensitive Custom Calling Services				17%	17%	
Premiere Communications Systems - Resale				17%	17%	
Remote Call Forwarding				17%	17%	
Direct Connect				17%	17%	
CENTREX-LIKE						
Hunting Service				17%	17%	
Airport Intercommunicating Service				17%	17%	
Central Office Electronic Tandem Switching				17%	17%	
Centrex-Like ISDN				17%	17%	
ISDN						
ISDN- BRI				17%	17%	
Primary Rate ISDN (PRI)				17%	17%	
Personal ISDN				17%	17%	
Centrex-Like ISDN						
TOLL						
Local Plus (Intralata Toll)				17%	17%	
Two-Point Message Telecommunications Service (Local Toll)				17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)						
Dedicated Access Line				17%	17%	
Custom 8 Digital Data				17%	17%	
EASY 8 Toll Free Service				17%	17%	
Easy 8 Digital Data				17%	17%	
Easy 8 Directory Assistance Listing				17%	17%	
California 976				17%	17%	
California 900				17%	17%	
Information Services Call Blocking				17%	17%	
OPTIONAL TOLL CALLING PLANS						
Resale Residence Usage Discount- Direct Discount				17%	17%	
Resale Residence Usage Discount- Service Area				17%	17%	
Resale Residence Usage Discount- Community				17%	17%	
Resale Residence Usage Discount- Easy Saver				17%	17%	
Resale Residence Usage Discount- Saver 60				17%	17%	
Resale Residence Usage Discount- Saver Plus				17%	17%	
Resale Business Usage Discount- Direct Discount				17%	17%	
Resale Business Usage Discount- Plan 50				17%	17%	
Resale Business Usage Discount- Plan 1000				17%	17%	
Resale Business Usage Discount- Volume Discount				17%	17%	
Resale Business Usage Discount - Plus				17%	17%	
DIRECTORY ASSISTANCE / OPERATOR SERVICES						
Local Directory Assistance				17%	NA	
Local Operator Assistance				17%	NA	
National Directory Assistance (NDA), per call				\$ 0.65	NA	
Reverse Directory Assistance (RDA), per call				\$ 0.65	NA	
Business Category Search (BCS), per call				\$ 0.65	NA	
Express Call Completion / Directory Assistance Call Completion (DACC)						
Rate per call				\$ 0.15	NA	
OS/DA Automated Call Greeting and References / Rates						
Branding - Other - Initial/Subsequent Load, per switch	BRAND			N/A	\$ 1,800.00	\$ 1,800.00
Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03	NA	
Rate Reference - Initial Load, per state, per OCN				N/A	\$ 5,000.00	
Rate Reference - Subsequent Load, per state, per OCN				N/A		\$ 1,500.00
TRUNKS						
Flat Rate Trunk				17%	17%	
Trunk Line Service				17%	17%	
Data Services						
Gigabit Ethernet Metropolitan Area Network (GigaMAN)				17%	17%	
PBX Trunks				17%	17%	
Multi-Service Optical Network (MON)				17%	17%	

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
OTHER						
Number Retention Service				17%	17%	
Number Referral Service				17%	17%	
Number Services (Personalized TNs)				17%	17%	
Voice Based Information Services				17%	17%	
Promotional Pricing (90 days +)				17%	17%	
Private Branch Exchange Services				17%	17%	
Short Duration Service				17%	17%	
Grandfathered Services				17%	17%	
Message Waiting Indicator (MWI++)				17%	17%	
Call Forwarding Busy Line				17%	17%	
Call Forwarding/ Don't Answer				17%	17%	
Call Forwarding Busy Line/ Don't Answer				17%	17%	
Foreign Exchange Service				17%	17%	
Foreign Prefix Service				17%	17%	
Off Premise Extensions				17%	17%	
Operator Services and Directory Assistance				17%	17%	
TELEPHONE ANSWERING SERVICE				17%	17%	
Secretarial Answering Service				17%	17%	
Occasional Service				17%	17%	
Concentrator- Identifier Service				17%	17%	
Answering Line Service				17%	17%	
DIRECT INWARD DIALING SERVICE				17%	17%	
Tie Line Service				17%	17%	
Interexchange Channel				17%	17%	
Directory Listings Alternate User Listings				17%	17%	
Business Individual Line Service				17%	17%	
Premium Subscriber Plan				17%	17%	
Premiere Subscriber Plan				17%	17%	
Power Distribution Alarm And Control System				17%	17%	
Custom Virtual Network				17%	17%	
WATS Service				17%	17%	
Basic Service Elements and						
Complementary Network Services				17%	17%	
Business Answering Lines				17%	17%	
Short Duration Service				17%	17%	
OTHER (Resale)						
<u>On products below, for discount, if any please see applicable tariff</u>						
Access Products				0%	0%	
Electronic Tandem Switching *				0%	0%	
Private Line Services				0%	0%	
Digital Data Over Voice				0%	0%	
Group Video				0%	0%	
High Voltage Protection				0%	0%	
Switched SMDS				0%	0%	
Switched 56				0%	0%	
All Broadband and Fast Packet Services				0%	0%	
* Pending CPUC approval of Advice Letter No. 18432						
Other Services				0%	0%	
Centrex-Like Number Retention Service				0%	0%	
Off-Premise Extension Service				0%	0%	
Promotions Exceeding 90 days				0%	0%	
Contract Plans				0%	0%	
Remote Call Forwarding				0%	0%	
COPT				0%	0%	
Labor/Network Rearrangements				0%	0%	
Visit Charge (Trouble Identification)				0%	0%	
Cable services All, IW				0%	0%	
Electronic Billing Information Data (daily usage) per message				\$ 0.003	N/A	
Fraud Alert Referral Usage per Alert Referral				\$ 11.10	\$ 700.00	
Repair Transfer Service (per subsequent change)						
Recorded Name Announcement				N/A	\$ 2,300.00	
800/888 Telephone Number				N/A	\$ 750.00	
Name Announcement & Telephone Number				N/A	\$ 2,400.00	
Slamming Investigation Fee				N/A	\$ 50.00	
Local disconnect Report (LDR) Per WTN				\$ 0.10	N/A	
Traffic Alert Referral Service Usage charge/alert				TBD	N/A	
End User Change Over (per billable telephone number)						
Business				\$ 5.81		
Residence				\$ 4.15		
Complex				\$ 5.81		
LNP Service Charge				\$ 0.34		
					NRC Initial	NRC Additional
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. CLECs may not use both rate structures.					
/2/	The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments					

					Monthly Recurring and/or Resale Discount %	NRC Initial *@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY	Notes			
	provide that a network element(s), product(s) or service(s) is no longer required or is subject to being						
	no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in						
	this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the						
	Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment						
	incorporating the appropriate terms and conditions into the underlying Agreement before ordering						
	and/or obtaining any such network element(s), product(s) and/or service(s) that AT&T California is						
	required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in						
	applicable FCC rules in effect at the time CLEC seeks such amendment.						

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 "AT&T CALIFORNIA" - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.2 "AT&T CALIFORNIA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by AT&T CALIFORNIA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.3 "AT&T CALIFORNIA Collect Messages" means messages where the charges are billed to the called end user who is a AT&T CALIFORNIA Subscriber and where the Transporting LEC is Customer.
- 1.4 "AT&T CALIFORNIA Non-CATS Messages" means AT&T CALIFORNIA Collect Messages, AT&T CALIFORNIA Calling Card Messages and/or AT&T CALIFORNIA Third Number Billed Messages as those terms are defined herein.
- 1.5 "AT&T CALIFORNIA Subscriber" means an end user who has authorized AT&T CALIFORNIA to provide the end user with local exchange service or who has billed an intraLATA call to a telecommunications calling card issued by AT&T CALIFORNIA.
- 1.6 "AT&T CALIFORNIA Third Number Billed Messages" means messages where (i) the charges are billed to a AT&T CALIFORNIA Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.7 "Bellcore Client Company" means AT&T CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.8 "CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.9 "Calling Card and Third Number Settlement" ("CATS") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 1.10 "Centralized Message Data System I" ("CMDS") means the industry-wide data collection system located in Missouri, which handles the daily exchange of toll message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T CALIFORNIA is a CMDS direct participant.
- 1.11 "Customer Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is AT&T

CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

- 1.12 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is AT&T CALIFORNIA.
- 1.13 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.14 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.
- 1.15 **"Customer Third Number Billed Messages"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is AT&T CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.16 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.17 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.
- 1.18 **"Transporting LEC"** means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T CALIFORNIA and (ii) the settlement of AT&T CALIFORNIA Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
 - 2.2.1 Exhibit A - Rate Schedule
 - 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 AT&T CALIFORNIA shall forward Customer Non-CATS Messages to Customer. AT&T CALIFORNIA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
 - 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and AT&T CALIFORNIA. Customer shall inform AT&T CALIFORNIA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T CALIFORNIA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T CALIFORNIA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T CALIFORNIA and has informed AT&T CALIFORNIA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.

- 3.2 This Appendix does not cover the distribution, settlement or billing of 900/976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 ("California 900/976 Messages") that originate from a Customer Subscriber's telephone number. Customer shall block access of its Subscribers to California 900/976 numbers. Customer shall be liable for the value of all completed California 900/976 Messages originating from a Customer Subscriber's telephone number. AT&T CALIFORNIA shall include the value of all such completed California 900/976 Messages in the Net Amount Due calculation set forth in Section 4.5 below.
- 3.3 Customer shall forward AT&T CALIFORNIA Non-CATS Messages to AT&T CALIFORNIA. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to AT&T CALIFORNIA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.4 AT&T CALIFORNIA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. AT&T CALIFORNIA and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T CALIFORNIA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.
- 3.5 The exchange of message detail between AT&T CALIFORNIA and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that AT&T CALIFORNIA forwards to Customer, AT&T CALIFORNIA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due AT&T CALIFORNIA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to AT&T CALIFORNIA.
- 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to AT&T CALIFORNIA through CMDS.
- 4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by AT&T CALIFORNIA to CMDS.
- 4.3 For AT&T CALIFORNIA Non-CATS messages billed to AT&T CALIFORNIA Subscribers that Customer forwards to AT&T CALIFORNIA, Customer shall calculate the amount due based on the following formula:

Rated Value of AT&T CALIFORNIA Non-CATS Messages

- Unbillable Messages
- AT&T CALIFORNIA Billing Charge

= Amount Due Customer

- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of AT&T CALIFORNIA Non-CATS Messages means the total computed charges for AT&T CALIFORNIA Non-CATS Messages based on Customer's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of AT&T CALIFORNIA Non-CATS Messages that were not billable to a AT&T CALIFORNIA Subscriber because of missing information in the billing record or other billing error, not the result of an error by AT&T CALIFORNIA, that are returned by AT&T CALIFORNIA in a timely fashion to Customer.
- 4.4.3 AT&T CALIFORNIA Billing Charge means the AT&T CALIFORNIA per message billing rate, as set forth in Exhibit A, times the number of AT&T CALIFORNIA Non-CATS Messages received by AT&T CALIFORNIA.
- 4.5 Within 15 business days following the end of each calendar month, AT&T CALIFORNIA shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:
- Customer Non-CATS Messages (by number and associated rated value) forwarded by AT&T CALIFORNIA;
 - Customer Non-CATS Messages (by number and associated rated value) returned to AT&T CALIFORNIA as Rejected or Unbillable Messages;
 - Amount Due AT&T CALIFORNIA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Net Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T CALIFORNIA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify AT&T CALIFORNIA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

Customer Billing Charge	\$.05 per message
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<u>AT&T CALIFORNIA</u> Billing Charge	\$.05 per message
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EXHIBIT B

Billed By Company (e.g. XYZ)

NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rcds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852.

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages (Appendix).

1. DEFINITIONS

- 1.1 "AT&T CALIFORNIA" - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.2 "AT&T CALIFORNIA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by AT&T CALIFORNIA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.3 "AT&T CALIFORNIA Collect Messages" means messages where the charges are billed to the called end user who is a AT&T CALIFORNIA Subscriber and where the Transporting LEC is Customer.
- 1.4 "AT&T CALIFORNIA Non-CATS Messages" means AT&T CALIFORNIA Collect Messages, AT&T CALIFORNIA Calling Card Messages and/or AT&T CALIFORNIA Third Number Billed Messages as those terms are defined herein.
- 1.5 "AT&T CALIFORNIA Subscriber" means an end user who has authorized AT&T CALIFORNIA or who has billed an intraLATA call to a telecommunications calling card issued by AT&T CALIFORNIA.
- 1.6 "AT&T CALIFORNIA Third Number Billed Messages" means messages where (i) the charges are billed to a AT&T CALIFORNIA Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.7 "Bellcore Client Company" means AT&T CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.8 "CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.9 "California 900 Messages" means 900 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a Customer Subscriber.
- 1.10 "California 976 Messages" means 976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a Customer Subscriber.
- 1.11 "Calling Card and Third Number Settlement" ("CATS") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 1.12 "Centralized Message Data System I" ("CMDS") means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T CALIFORNIA is a CMDS direct participant.
- 1.13 "Customer Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is AT&T

CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

- 1.14 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is AT&T CALIFORNIA.
- 1.15 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.16 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.
- 1.17 **"Customer Third Number Billed Messages"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is AT&T CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.18 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.19 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.
- 1.20 **"Transporting LEC"** means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T CALIFORNIA, (ii) the distribution and/or settlement of California 900/976 Messages and (iii) the settlement of AT&T CALIFORNIA Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
 - 2.2.1 Exhibit A - Rate Schedule
 - 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 AT&T CALIFORNIA shall forward Customer Non-CATS Messages to Customer. AT&T CALIFORNIA shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
 - 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and AT&T CALIFORNIA. Customer shall inform AT&T CALIFORNIA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T CALIFORNIA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T CALIFORNIA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T CALIFORNIA and has informed AT&T CALIFORNIA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.

- 3.2 Customer shall record and forward to AT&T CALIFORNIA all 900 and 976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a Customer Subscriber's telephone number. The 900/976 messages shall be in unrated EMI industry standard format and shall be exchanged at agreed upon intervals. AT&T CALIFORNIA shall rate the 900/976 messages and forward to Customer all such messages billed to Customer Subscribers.
- 3.3 Customer shall forward AT&T CALIFORNIA Non-CATS Messages to AT&T CALIFORNIA. Customer shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to AT&T CALIFORNIA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.4 AT&T CALIFORNIA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. AT&T CALIFORNIA and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T CALIFORNIA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities. Customer further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. AT&T CALIFORNIA and Customer agree to work together to determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a Subscriber's line is suspected.
- 3.5 The exchange of message detail between AT&T CALIFORNIA and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages and California 900/976 Messages billed to Customer Subscribers that AT&T CALIFORNIA forwards to Customer, AT&T CALIFORNIA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- Customer Billing Charge

= Amount Due AT&T CALIFORNIA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of Customer Non-CATS Messages and California 900/976 Messages means the total computed charges for Customer Non-CATS Messages and California 900/976 Message based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages and California 900/976 Messages that failed to pass the edits within the CMDS system and were returned to AT&T CALIFORNIA.
- 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages and California 900/976 Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to AT&T CALIFORNIA through CMDS.
- 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a Customer Subscriber but which Customer adjusts off the Subscriber's bill consistent with the allowable adjustments set forth in AT&T CALIFORNIA's Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to AT&T CALIFORNIA on the next scheduled CMDS transmission following the issuance of the adjustment to the Subscriber and shall be in EMI industry standard format. Customer acknowledges that AT&T CALIFORNIA shall be recouping all such Recharges to the

underlying provider of the information service being adjusted. Customer agrees to reasonably cooperate with AT&T CALIFORNIA in response to requests from the underlying information provider for additional information concerning an adjustment issued by the Customer.

4.2.5 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages and California 900/976 Messages forwarded by AT&T CALIFORNIA.

4.3 For AT&T CALIFORNIA Non-CATS messages billed to AT&T CALIFORNIA Subscribers that Customer forwards to AT&T CALIFORNIA, Customer shall calculate the amount due based on the following formula:

Rated Value of AT&T CALIFORNIA Non-CATS Messages

- Unbillable Messages
- Unratable California 900/976 Messages
- AT&T CALIFORNIA Billing Charge

= Amount Due Customer

4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of AT&T CALIFORNIA Non-CATS Messages means the total computed charges for AT&T CALIFORNIA Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of AT&T CALIFORNIA Non-CATS Messages that were not billable to a AT&T CALIFORNIA Subscriber because of missing information in the billing record or other billing error, not the result of an error by AT&T CALIFORNIA, that are returned by AT&T CALIFORNIA in a timely fashion to Customer's CMDS Host.

4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a Customer Subscriber's Telephone Number that (i) Customer fails to record and/or transmit to AT&T CALIFORNIA or (ii) AT&T CALIFORNIA cannot rate because of missing or inaccurate information in the unrated billing record due to an error by Customer. The Parties agree to exercise good faith efforts to estimate the value of such messages within 30 days of discovery of the unratable condition.

4.4.4 AT&T CALIFORNIA Billing Charge means the AT&T CALIFORNIA per message billing rate, as set forth in Exhibit A, times the number of AT&T CALIFORNIA Non-CATS Messages received by AT&T CALIFORNIA.

4.5 Within 15 business days following the end of each calendar month, AT&T CALIFORNIA shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by AT&T CALIFORNIA;
- Customer Non-CATS Messages and California 900/976 (by number and associated rated value) returned to AT&T CALIFORNIA as Rejected, Unbillable Messages or Recharges;
- Amount Due AT&T CALIFORNIA, as set forth in Subsection 4.1 above;

4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.

4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T CALIFORNIA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.

- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify AT&T CALIFORNIA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

Customer Billing Charge	\$.05 per message
<u>AT&T CALIFORNIA</u> Billing Charge	\$.05 per message

EXHIBIT B

Billed By Company (e.g. XYZ)

NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	# Messages	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **AT&T CALIFORNIA**’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T CALIFORNIA** 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 PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in R.97-10-016 and I.97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in **AT&T CALIFORNIA** ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for **AT&T CALIFORNIA**. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.
- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **AT&T CALIFORNIA** shall not be obligated to make any payments 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 on behalf of the CLEC for connection to **AT&T CALIFORNIA**’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

APPENDIX PRICING (CONNECTICUT)

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INTRODUCTION..... 1

APPENDIX PRICING (CONNECTICUT)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement, including but not limited to the term "Lawful UNE" as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **AT&T CONNECTICUT** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **AT&T CONNECTICUT** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Non-Interim Rates. Non-Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
 - 1.5.1 Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are (a) not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 or (b) not specifically excluded from treatment under this Section 1.5.1, or (c) not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.5.1.1 and 1.5.1.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.5.1.1 and 1.5.1.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission

for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.5.1.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T CONNECTICUT will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
 - 1.5.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.5.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
 - 1.5.1.4 In the event the terms and conditions of this Section 1.5 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.5) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.5.
- 1.6 Interim Rates. Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
- 1.6.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Any interim rates included in this Agreement that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 shall be considered Current Interim Rates. Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T CONNECTICUT will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
 - 1.6.2 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T CONNECTICUT will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit

adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.4 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.5 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T CONNECTICUT and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

- 1.8 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in

this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

- 1.9 **AT&T CONNECTICUT**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, **AT&T CONNECTICUT** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **AT&T CONNECTICUT** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T CONNECTICUT**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **AT&T CONNECTICUT**'s current generic contract rate for the Product or Service set forth in **AT&T CONNECTICUT**'s applicable state-specific generic pricing schedule as published on **AT&T CONNECTICUT**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **AT&T CONNECTICUT** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **AT&T CONNECTICUT**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **AT&T CONNECTICUT**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD"

When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **AT&T CONNECTICUT** for that Product or Service and incorporated into **AT&T CONNECTICUT**'s current state-specific generic pricing schedule as published on **AT&T CONNECTICUT**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **AT&T CONNECTICUT** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T CONNECTICUT** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after

such Established Rate begins to apply, AT&T CONNECTICUT shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.10.1 AT&T CONNECTICUT's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T CONNECTICUT's right to charge and collect payment for such Products and/or Services.

CONNECTICUT		AT&T CONNECTICUT RECURRING		AT&T CONNECTICUT NON-RECURRING	
		Monthly		Initial	Additional
Directory Assistance					
**	Service Setup Charge		QUANTITY		
	Two years or great term	NA	OF	\$2,500.00	\$1,500.00
	Less than two year term	NA	UNITS	\$3,000.00	\$1,500.00
** Directory Assistance Charge					
	Local Directory Assistance, per call	\$0.40		NA	NA
	National Directory Assistance (NDA), per call	N/A		NA	NA
	Reverse Directory Assistance (RDA), per call	\$0.40		NA	NA
	Business Category Search (BCS), per call	N/A		NA	NA
	All Call Types Without Call Completion	\$0.40		NA	NA
	All Call Types With Call Completion, per call	\$0.45		NA	NA
	Customized Branding	NA		\$5,000.00	\$5,000.00
Toll and Assistance Service					
**	Service Setup Charge				
	Two years or great term	NA		\$2,500.00	\$1,500.00
	Less than two year term	NA		\$3,000.00	\$1,500.00
**	Fully Automated OS Call processing, per call	\$0.40		NA	NA
**	Operator Assisted Call processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per call	\$0.40		NA	NA
	Customized Branding	NA		\$9,500.00	\$9,500.00
Intercarrier Compensation					
End Office Local Termination					
	Set up charge, per call	\$	0.000423		
	Duration charge, per MOU	\$	0.002687		
Tandem Served					
	Set up charge, per call	\$	0.000497		
	Duration charge, per MOU	\$	0.004337		
ROW - POLES, CONDUIT AND DUCTS		New			
AGREEMENT ESTABLISHMENT FEE					\$650.00
POLE ATTACHMENTS					
	Pole Attachment Telecommunication License Fee - Per Pole, Per Year*##			\$7.30	
	Third Party Overlash Fee - Per Pole, Per Year*##			\$5.84	
	Application Fee				
	Per Application				\$150.00
	Per Pole				\$50.00
	Unauthorized Attachment/Overlashing Fee - Per Pole				\$50.00
	Non-Conforming Construction/Shifting Fee - Per Pole				\$50.00
	Make-Ready Work Charges				ICB
	Rearrangement/Shifting Fee				ICB
	Periodic Inspection Fee				ICB
CONDUITS AND DUCTS					
	Underground Path License Fee -Per Duct Foot of 1.1" Outside Diameter	\$0.08			
	Innerduct				
	Manhole Lateral Installation Fee - Per Duct				\$1,000.00
	Application Fee - Per Span or Fixed, Whichever is Greater				
	Per Span or Section				\$12.50
	Fixed			\$	150.00
	Unauthorized Occupancy Fee - Per Foot, Per Day			\$	50.00
	Non-Conforming Construction/Rearrangement Fee				
	Per Span/Section, Per Day			\$	50.00
	Per Foot Conduit Occupancy Fees ##				
	Full Duct (\$/ft/yr.)	\$0.96			
	Half Duct (\$/ft/yr.)	\$0.48			
	Make-Ready Work Charges				ICB
	* For(1) each one foot of usable space, or fraction thereof, occupeid and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
	## 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 CLEC no later than November 1st for the succeeding year.				
Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.					
UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut Access Services Tariff, Section 18.					
** These charges only apply when CLEC utilizes AT&T CONECTICUT's Operator Services for CLEC's switch-based end users. For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services Tariff, Section 18.					

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS CONNECTICUT

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns The Southern New England Telephone Company d/b/a AT&T Connecticut.
- 1.2 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing AT&T-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in 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 CLEC is entitled to any particular manner of access, nor is it evidence **AT&T CONNECTICUT** 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 PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **AT&T CONNECTICUT**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
 - 3.1.1 Performance Criteria
 - 3.1.1.1 The target level of **AT&T CONNECTICUT**'s performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **AT&T CONNECTICUT** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **AT&T CONNECTICUT** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.2 Performance Measures
 - 3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.
 - 3.1.3 Non-compliance
 - 3.1.3.1 The failure by **AT&T CONNECTICUT** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to AT&T CONNECTICUT at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, AT&T CONNECTICUT agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of AT&T CONNECTICUT to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when AT&T CONNECTICUT delivers non-compliant performance as defined in 3.1.3. In no event shall AT&T CONNECTICUT be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or Lawful unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 7.1 AT&T CONNECTICUT and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each AT&T CONNECTICUT and CLEC is greater than or equal to 30 for a given measurement.
- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for AT&T CONNECTICUT or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ^2_{ILEC} = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta^2_{\text{ILEC}} = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If $P_{\text{ILEC}} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} \cdot P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} \cdot P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that $H_{\text{CLEC}} = 0$, then $P_{\text{FE}} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{\text{Rate}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

$\delta_{DIFF} = \text{SQRT} [\delta^2_{CLEC} (1/n_{CLEC})]$

δ^2_{CLEC} = Calculated variance for CLEC.

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$K = PN$

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052

48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

- 9.1 AT&T CONNECTICUT will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a AT&T CONNECTICUT performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 AT&T CONNECTICUT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T CONNECTICUT's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with AT&T CONNECTICUT or law; (iii) environmental events beyond AT&T CONNECTICUT's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided AT&T CONNECTICUT through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AT&T CONNECTICUT and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to AT&T-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of AT&T CONNECTICUT's compliance with the Performance Criteria, or (ii) only suspends AT&T CONNECTICUT's ability to timely perform the activity, the applicable time frame in which AT&T CONNECTICUT's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 AT&T CONNECTICUT will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 AT&T CONNECTICUT will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 10.6 AT&T CONNECTICUT will not pay liquidated damages in excess of the monthly maximum of \$.168 million. The threshold is based on the aggregate damages to all CLECs in Connecticut.

11. AUDITS

- 11.1 CLEC and AT&T CONNECTICUT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then AT&T CONNECTICUT will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing AT&T CONNECTICUT 5 days advance written notice (including e-mail).
- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 CLEC will bear the expense of the mini-audits, unless AT&T CONNECTICUT is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, AT&T CONNECTICUT will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

- Pre-Ordering/Ordering
- Provisioning
- Maintenance
- Interconnection
- Coordinated Conversions
- Collocation

12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or Lawful unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 AT&T CONNECTICUT will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when AT&T CONNECTICUT delivers non-compliant performance as defined in 3.1.3. AT&T CONNECTICUT will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. AT&T CONNECTICUT performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

14. RESERVATION OF RIGHTS

- 14.1 The offering made by AT&T CONNECTICUT 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 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

APPENDIX-PRICING (ILLINOIS)

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APPENDIX PRICING (ILLINOIS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T ILLINOIS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T ILLINOIS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T ILLINOIS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T ILLINOIS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:]

For Loops:

Access Area:

A
B
C

Total Access Lines:

See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

- 1.9 AT&T ILLINOIS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T ILLINOIS may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T ILLINOIS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T ILLINOIS applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T ILLINOIS current generic contract rate for the Product or Service set forth in AT&T ILLINOIS applicable state-specific generic pricing schedule as published on AT&T ILLINOIS CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T ILLINOIS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T ILLINOIS provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T ILLINOIS right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T ILLINOIS for that Product or Service and incorporated into AT&T ILLINOIS current state-specific generic pricing schedule as published on AT&T ILLINOIS CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T ILLINOIS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T ILLINOIS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T ILLINOIS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T ILLINOIS provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T ILLINOIS right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T ILLINOIS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T ILLINOIS will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T ILLINOIS network, without any changes to AT&T ILLINOIS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T ILLINOIS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
2	<u>NETWORK ELEMENTS</u>					
3	<u>Loops</u>					
4		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91		See NRC prices below
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40		See NRC prices below
6		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17		See NRC prices below
7		2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	\$ 12.38		See NRC prices below
8		2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	\$ 7.84		See NRC prices below
9		2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)	U2WXA	\$ 2.64		See NRC prices below
10		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71		See NRC prices below
11		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13		See NRC prices below
12		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11		See NRC prices below
13		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94		See NRC prices below
14		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28		See NRC prices below
15		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11		See NRC prices below
16		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62		See NRC prices below
17		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30		See NRC prices below
18		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24		See NRC prices below
19		Conditioning for dB Loss		N/A		See NRC prices below
20		4-Wire Analog - Rural (Access Area C)	U4XHC	\$ 34.97		See NRC prices below
21		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25		See NRC prices below
22		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27		See NRC prices below
23		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24		See NRC prices below
24		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76		See NRC prices below
25		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44		See NRC prices below
26		DS1 Loop - Rural (Access Area C)	4U1XC	\$ 53.82		See NRC prices below
27		DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 40.49		See NRC prices below
28		DS1 Loop - Metro (Access Area A)	4U1XA	\$ 27.72		See NRC prices below
29		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15		See NRC prices below
30		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76		See NRC prices below
31		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73		See NRC prices below
32	<u>DSL Capable Loops</u>					
33	<u>2-Wire xDSL Loop</u>					
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81		See NRC prices below
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57		See NRC prices below
36		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09		See NRC prices below
37						
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81		See NRC prices below
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57		See NRC prices below
40		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09		See NRC prices below
41						
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81		See NRC prices below
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57		See NRC prices below
44		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09		See NRC prices below
45						
46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.81		See NRC prices below
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57		See NRC prices below
48		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09		See NRC prices below
49						
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.81		See NRC prices below
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.57		See NRC prices below
52		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 5.09		See NRC prices below
53						
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.81		See NRC prices below
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.57		See NRC prices below
56		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 5.09		See NRC prices below
57	<u>4-Wire xDSL Loop</u>					
58		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 33.59		See NRC prices below
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.93		See NRC prices below
60		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 7.93		See NRC prices below
61	<u>IDSL Capable Loop</u>					
62		IDSL Loop Access Area C - Rural	UY5FC	\$ 22.24		See NRC prices below
63		IDSL Loop Access Area B - Suburban	UY5FB	\$ 17.76		See NRC prices below
64		IDSL Loop Access Area A - Metro	UY5FA	\$ 5.44		See NRC prices below
65						
66		LST				
67		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 237.74	
68		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 221.31	
69	<u>Loop Qualification Process</u>					
70		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
71		Loop Qualification Process - Manual per minute	NRBXU	N/A	\$0.00	N/A
72						
73	<u>DSL Conditioning Options</u>					
74	<u>DSL Conditioning Options - >12KFT and < 17.5KFT</u>					
75	**	Removal of Repeater Options - per element	NRBXV	N/A	\$21.49	N/A
76	**	Removal Excessive Bridged Tap Option - per element	NRBXW	N/A	\$14.00	N/A
77	**	Removal of Load Coil - per element	NRBXZ	N/A	\$14.08	N/A
78	<u>DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element</u>					
79	**	Removal of Repeater Options - per element	NRBNL	N/A	\$21.49	N/A
80	**	Removal Excessive Bridged Tap Option - per element	NRBNK	N/A	\$14.00	N/A
81	**	Removal of Load Coil - per element	NRBNJ	N/A	\$14.08	N/A
82						
83	<u>Remove All or NON-Excessive Bridged Tap (RABT) - MMP</u>					
84		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$286.75	N/A
85		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$742.35	N/A
86		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRM	None	\$286.75	N/A
87		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$286.75	N/A
88						
89	<u>Loop Non-Recurring Charges</u>					
90		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring	
91		Service Order - Initial (Connect) /2/	SEPUP	N/A		\$ 6.76	N/A
92	*	Service Order - (Disconnect) /2/	NKCG6	N/A		\$ 6.36	N/A
93	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	N/A		\$6.76	N/A
94	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	N/A		\$5.78	N/A
95		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/					
96		Line Connection (Initial) /2/	SEPUC	N/A		\$49.00	N/A
97		Line Connection (Additional) /2/	1CRG7	N/A		\$33.92	N/A
98		Line Connection (Disconnect-Initial) /2/	NKCG7	N/A		\$9.50	N/A
99		Line Connection (Disconnect-Additional) /2/	NKCG5	N/A		\$7.03	N/A
100	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/		N/A			
101		Service Ordering -(DS1) - Administrative Charge (Connect) /2/	NR90R	N/A		\$10.64	N/A
102		Service Ordering -(DS1) - Administrative Charge (Disconnect) /2/	NR90T	N/A		\$8.60	N/A
103		Service Provisioning (DS1) (Connect + Disconnect) /1/					
104		Connection Initial	1CRG1	N/A		\$200.75	N/A
105		Connection Additional	1CRG2	N/A		\$100.57	N/A
106		Disconnection Initial	NKCG1	N/A		\$7.49	N/A
107		Disconnection Additional	NKCG2	N/A		\$5.83	N/A
108		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)					
109		Connection Initial	NR90Y	N/A		\$ 10.64	N/A
110		Connection Additional	NR90Z	N/A		\$ 8.60	N/A
111		Service Provisioning DS3 (Connect + Disconnect)					
112		Connection Initial	1CRG3	N/A		\$84.49	N/A
113		Connection Additional	1CRG4	N/A		\$28.79	N/A
114		Disconnection Initial	NKCG3	N/A		\$7.68	N/A
115		Disconnection Additional	NKCG4	N/A		\$6.02	N/A
116							
117		SUB-LOOPS					
118		ECS to SAI sub-loop					
119		2 Wire Analog - area A	PENDING	\$ 0.99		See NRC prices below	
120		2 Wire Analog - area B	PENDING	\$ 1.64		See NRC prices below	
121		2 Wire Analog - area C	PENDING	\$ 1.70		See NRC prices below	
122		4 Wire Analog - area A	PENDING	\$ 2.00		See NRC prices below	
123		4 Wire Analog - area B	PENDING	\$ 3.34		See NRC prices below	
124		4 Wire Analog - area C	PENDING	\$ 3.35		See NRC prices below	
125		2 Wire DSL - area A	PENDING	\$ 0.99		See NRC prices below	
126		2 Wire DSL - area B	PENDING	\$ 1.64		See NRC prices below	
127		2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below	
128		4 Wire DSL - area A	PENDING	\$ 2.00		See NRC prices below	
129		4 Wire DSL - area B	PENDING	\$ 3.34		See NRC prices below	
130		4 Wire DSL - area C	PENDING	\$ 3.35		See NRC prices below	
131		ECS to Terminal sub-loop					
132		2 Wire Analog - area A	PENDING	\$ 0.98		See NRC prices below	
133		2 Wire Analog - area B	PENDING	\$ 5.93		See NRC prices below	
134		2 Wire Analog - area C	PENDING	\$ 10.38		See NRC prices below	
135		4 Wire Analog - area A	PENDING	\$ 2.03		See NRC prices below	
136		4 Wire Analog - area B	PENDING	\$ 11.88		See NRC prices below	
137		4 Wire Analog - area C	PENDING	\$ 20.70		See NRC prices below	
138		2 Wire DSL - area A	PENDING	\$ 0.98		See NRC prices below	
139		2 Wire DSL - area B	PENDING	\$ 5.93		See NRC prices below	
140		2 Wire DSL - area C	PENDING	\$ 10.38		See NRC prices below	
141		4 Wire DSL - area A	PENDING	\$ 2.03		See NRC prices below	
142		4 Wire DSL - area B	PENDING	\$ 11.88		See NRC prices below	
143		4 Wire DSL - area C	PENDING	\$ 20.70		See NRC prices below	
144		ECS to NID sub-loop					
145		2 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below	
146		2 Wire Analog - area B	PENDING	\$ 7.36		See NRC prices below	
147		2 Wire Analog - area C	PENDING	\$ 11.84		See NRC prices below	
148		4 Wire Analog - area A	PENDING	\$ 4.36		See NRC prices below	
149		4 Wire Analog - area B	PENDING	\$ 14.74		See NRC prices below	
150		4 Wire Analog - area C	PENDING	\$ 23.64		See NRC prices below	
151		2 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below	
152		2 Wire DSL - area B	PENDING	\$ 7.36		See NRC prices below	
153		2 Wire DSL - area C	PENDING	\$ 11.84		See NRC prices below	
154		4 Wire DSL - area A	PENDING	\$ 4.36		See NRC prices below	
155		4 Wire DSL - area B	PENDING	\$ 14.74		See NRC prices below	
156		4 Wire DSL - area C	PENDING	\$ 23.64		See NRC prices below	
157		SAI to Terminal sub-loop					
158	*	2 Wire Analog - area A	PENDING	\$ 1.28		See NRC prices below	
159	*	2 Wire Analog - area B	PENDING	\$ 3.50		See NRC prices below	
160	*	2 Wire Analog - area C	PENDING	\$ 5.65		See NRC prices below	
161	*	4 Wire Analog - area A	PENDING	\$ 1.43		See NRC prices below	
162	*	4 Wire Analog - area B	PENDING	\$ 5.90		See NRC prices below	
163	*	4 Wire Analog - area C	PENDING	\$ 9.34		See NRC prices below	
164	*	2 Wire DSL - area A	PENDING	\$ 1.14		See NRC prices below	
165	*	2 Wire DSL - area B	PENDING	\$ 3.12		See NRC prices below	
166	*	2 Wire DSL - area C	PENDING	\$ 5.65		See NRC prices below	
167	*	4 Wire DSL - area A	PENDING	\$ 1.43		See NRC prices below	
168	*	4 Wire DSL - area B	PENDING	\$ 5.90		See NRC prices below	
169	*	4 Wire DSL - area C	PENDING	\$ 9.34		See NRC prices below	
170		SAI to NID sub-loop					
171	*	2 Wire Analog - area A	PENDING	\$ 1.67		See NRC prices below	
172	*	2 Wire Analog - area B	PENDING	\$ 4.67		See NRC prices below	
173	*	2 Wire Analog - area C	PENDING	\$ 7.66		See NRC prices below	
174	*	4 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below	
175	*	4 Wire Analog - area B	PENDING	\$ 8.81		See NRC prices below	
176	*	4 Wire Analog - area C	PENDING	\$ 13.94		See NRC prices below	
177	*	2 Wire DSL - area A	PENDING	\$ 1.38		See NRC prices below	
178	*	2 Wire DSL - area B	PENDING	\$ 3.61		See NRC prices below	
179	*	2 Wire DSL - area C	PENDING	\$ 7.66		See NRC prices below	

TBD - To be determined
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Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
180	*	4 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below
181	*	4 Wire DSL - area B	PENDING	\$ 8.63		See NRC prices below
182	*	4 Wire DSL - area C	PENDING	\$ 13.94		See NRC prices below
183		Terminal to NID sub-loop				
184	*	2 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
185	*	2 Wire Analog - area B	PENDING	\$ 1.01		See NRC prices below
186	*	2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below
187	*	4 Wire Analog - area A	PENDING	\$ 0.62		See NRC prices below
188	*	4 Wire Analog - area B	PENDING	\$ 2.21		See NRC prices below
189	*	4 Wire Analog - area C	PENDING	\$ 2.42		See NRC prices below
190	*	2 Wire DSL - area A	PENDING	\$ 0.35		See NRC prices below
191	*	2 Wire DSL - area B	PENDING	\$ 0.78		See NRC prices below
192	*	2 Wire DSL - area C	PENDING	\$ 0.97		See NRC prices below
193	*	4 Wire DSL - area A	PENDING	\$ 0.56		See NRC prices below
194	*	4 Wire DSL - area B	PENDING	\$ 1.89		See NRC prices below
195	*	4 Wire DSL - area C	PENDING	\$ 2.24		See NRC prices below
196		NID sub-loop element				
197		2 Wire Analog - area A	PENDING	\$ 0.19		See NRC prices below
198		2 Wire Analog - area B	PENDING	\$ 0.24		See NRC prices below
199		2 Wire Analog - area C	PENDING	\$ 0.20		See NRC prices below
200		4 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
201		4 Wire Analog - area B	PENDING	\$ 0.50		See NRC prices below
202		4 Wire Analog - area C	PENDING	\$ 0.42		See NRC prices below
203		2 Wire DSL - area A	PENDING	\$ 0.19		See NRC prices below
204		2 Wire DSL - area B	PENDING	\$ 0.24		See NRC prices below
205		2 Wire DSL - area C	PENDING	\$ 0.20		See NRC prices below
206		4 Wire DSL - area A	PENDING	\$ 0.42		See NRC prices below
207		4 Wire DSL - area B	PENDING	\$ 0.50		See NRC prices below
208		4 Wire DSL - area C	PENDING	\$ 0.42		See NRC prices below
209		2 Wire ISDN Compatible - area A	PENDING	\$ 0.19		See NRC prices below
210		2 Wire ISDN Compatible - area B	PENDING	\$ 0.24		See NRC prices below
211		2 Wire ISDN Compatible - area C	PENDING	\$ 0.20		See NRC prices below
212		4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below
213		4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below
214		4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below
215						
216		Sub-Loop Non-Recurring Charges				
217	*	2-Wire Analog Sub-Loop	PENDING		\$ 220.28	
218	*	4-Wire Analog Sub-Loop	PENDING		\$ 239.27	
219	*	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 220.28	
220	*	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 279.25	
221	*	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 305.92	
222		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		\$ 513.73	
223						
224		Service Order Charge				
225	*	Establish, per occasion	PENDING		\$ 13.17	
226	*	Add or change, per occasion	PENDING		\$ 13.17	
227		Line Connection Charge				
228	*	per occasion	PENDING		\$ 25.08	
229						
230		Cross Connects				
231		2-Wire	CXCT2	\$ 0.14	N/A	N/A
232		DS1/LT1	CXCDX	\$ 0.43	N/A	N/A
233		DS3/LT3	CXC8X	\$ 0.76	N/A	N/A
234		DS3 Loop Cross-Connect to Collocation	CXCBX	\$ 33.14	N/A	N/A
235						
236		Interoffice Transport:				
237	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 17.35	N/A	N/A
238		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 1.88	N/A	N/A
239	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 146.93	N/A	N/A
240		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 29.81	N/A	N/A
241		Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	\$ 146.93	N/A	N/A
242		Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	\$ 29.81	N/A	N/A
243						
244		Multiplexing				
245		DS1 to Voice Grade	QMVXA-XC	\$ 275.34	N/A	N/A
246		DS3 to DS1	QM3XA-XC	\$ 404.30	N/A	N/A
247						
248		Dedicated Transport Cross Connects				
249	DS1		CXCDX	0.43	N/A	N/A
250	DS3		CXCEX	\$ 0.76	N/A	N/A
251						
252		Dedicated Transport Optional Features & Functions				
253	* DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		\$ 443.18	N/A
254						
255		Dedicated Transport Installation & Rearrangement Charges				
256	* DS1	Administration Charge - Per Order	ORCMX	N/A	\$ 406.61	N/A
257	*	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 632.71	N/A
258	*	Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 585.51	N/A
259	* DS3	Administration Charge - Per Order	ORCMX	N/A	\$ 308.22	N/A
260	*	Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A	\$ 671.16	N/A
261	*	Carrier Connection Charge - Per Order	NRBDT	N/A	\$ 377.25	N/A
262						
263		Enhanced Extended Loop (EEL) Service Order per LSR				
264		Analog Loop Service Order Charge, per ASR or LSR				
265		Electronic Establish (Connection + Disconnection) /1/				N/A
266		Connection	NKCAR	N/A	\$ 10.48	N/A
267		Disconnection /2/	NKCAS	N/A	\$ 8.63	N/A
268		Electronic Subsequent	NKCAT		\$ 10.04	N/A

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
269		Manual Establish (Connection + Disconnection) /1/				N/A
270		Connection	NKCAU	N/A	\$ 63.12	N/A
271		Disconnection	NKCAV	N/A	\$ 42.47	N/A
272		Manual Subsequent	NKCAW	N/A	\$ 59.18	N/A
273						
274		2-Wire Digital Loop Service Order Charge				
275		Electronic Establish (Connection + Disconnection) /1/				N/A
276		Connection	NKCAR	N/A	\$ 10.48	N/A
277		Disconnection	NKCAS	N/A	\$ 8.63	N/A
278		Electronic Subsequent	NKCAT	N/A	\$ 10.04	N/A
279		Manual Establish (Connection + Disconnection) /1/				N/A
280		Connection	NKCAU	N/A	\$ 63.12	N/A
281		Disconnection	NKCAV	N/A	\$ 42.47	N/A
282		Manual Subsequent	NKCAW	N/A	\$ 59.18	N/A
283		DS1 Loop Service Order Charge Per LSR or ASR				
284		Electronic Establish (Connection + Disconnection)				
285		Connection	NKCAX	N/A	\$ 11.14	
286		Disconnection	NKCAY	N/A	\$ 8.63	
287		Electronic Subsequent	NKCAZ	N/A	\$ 10.04	
288		Manual Establish (Connection + Disconnection)				
289		Connection	NKCB1	N/A	\$ 69.74	
290		Disconnection	NKCB2	N/A	\$ 42.47	
291		Manual Subsequent	NKCB3	N/A	\$ 59.18	
292		DS1 Transport Service Order Charge Per LSR or ASR				
293		Electronic Establish (Connection + Disconnection)				
294		Connection	PENDING	N/A	\$ 11.44	
295		Disconnection	PENDING	N/A	\$ 8.63	
296		Manual Establish (Connection + Disconnection)				
297		Connection	PENDING	N/A	\$ 72.70	
298		Disconnection	PENDING	N/A	\$ 42.47	
299		DS3 Transport Service Order Charge Per LSR or ASR				
300		Electronic Establish (Connection + Disconnection)				
301		Connection	PENDING	N/A	\$ 11.44	
302		Disconnection	PENDING	N/A	\$ 8.63	
303		Manual Establish (Connection + Disconnection)				
304		Connection	PENDING	N/A	\$ 72.70	
305		Disconnection	PENDING	N/A	\$ 42.47	
306		Central Office DS1 to Voice Mux Service Order				
307		Electronic Establish (Connection + Disconnection)				
308		Connection	PENDING	N/A	\$ 11.44	
309		Disconnection	PENDING	N/A	\$ 8.63	
310		Manual Establish (Connection + Disconnection)				
311		Connection	PENDING	N/A	\$ 72.70	
312		Disconnection	PENDING	N/A	\$ 42.47	
313		Non-Channelized DS1 EEL Service Order				
314		Electronic Establish (Connection + Disconnection)				
315		Connection	NKCB4	N/A	\$ 11.14	
316		Disconnection	NKCB5	N/A	\$ 8.63	
317		Manual Establish (Connection + Disconnection)				
318		Connection	NKCB6	N/A	\$ 69.74	
319		Disconnection	NKCB7	N/A	\$ 42.47	
320		Provisioning				
321		2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/				
322		Connection	NKCB8	N/A	\$ 49.44	
323		Disconnection	NKCB9	N/A	\$ 9.50	
324		2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/				
325		Connection	NKCB8	N/A	\$ 33.86	
326		Disconnection	NKCB9	N/A	\$ 7.03	
327		4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/				
328		Connection	NKCB8	N/A	\$ 49.44	
329		Disconnection	NKCB9	N/A	\$ 9.50	
330		4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/				
331		Connection	NKCB8	N/A	\$ 33.86	
332		Disconnection	NKCB9	N/A	\$ 7.03	
333		2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/				
334		Connection	NKCBG	N/A	\$ 65.76	
335		Disconnection	NKCBH	N/A	\$ 9.50	
336		2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/				
337		Connection	NKCBJ	N/A	\$ 30.46	
338		Disconnection	NKCBK	N/A	\$ 7.03	
339		4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)				
340		Connection	NKCBL		\$ 248.22	
341		Disconnection	NKCBM		\$ 11.97	
342		4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)				
343		Connection	NKCBN		\$ 135.15	
344		Disconnection	NKCBP		\$ 8.25	
345		Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)				
346		Connection	PENDING		\$ 66.78	
347		Disconnection	PENDING		\$ 7.92	
348		Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)				
349		Connection	PENDING		\$ 36.59	
350		Disconnection	PENDING		\$ 4.20	
351		DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)				
352		Connection	PENDING		\$ 95.69	
353		Disconnection	PENDING		\$ 12.35	
354		DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)				
355		Connection	PENDING		\$ 61.65	
356		Disconnection	PENDING		\$ 8.64	
357		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)				

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358		Connection	NKCBT		\$	356.20
359		Disconnection	NKCBU		\$	17.20
360	4-Wire DS1	Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)				
361		Connection	NKCBV		\$	146.40
362		Disconnection	NKCBW		\$	12.13
363	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)					
364		Connection	PENDING		\$	139.71
365		Disconnection	PENDING		\$	17.20
366	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)					
367		Connection	PENDING		\$	48.78
368		Disconnection	PENDING		\$	12.13
369	Clear Channel Capability, Initial, Install		NKCC6		\$	70.32
370	Clear Channel Capability, Additional, Install		PENDING		\$	8.87
371	Clear Channel Capability, Additional, Disconnect		NKCC7		\$	8.87
372						
373		Special Access to UNE Conversion				
374	Channelized Facility (DS1 or DS3) Term.to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage					
375	Channelized Facility from Cage, DS1, Design and Coordination Charge		NKCC9	N/A		N/A
376	Channelized Facility from Cage, DS3, Design and Coordination Charge		NKCCA	N/A		N/A
377	Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage					
378	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge		NKCCB	N/A		N/A
379	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge		NKCCC	N/A		N/A
380	Non-Channelized Facility from Cage, DS3, Design and Coordination charge		NKCCD	N/A		N/A
381	Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DS0 or DS1) Terminating to Collo					
382	Channelized Facility from POP, DS1, Design and Coordination charge		NKCCF	N/A		N/A
383	Channelized Facility from POP, DS3, Design and Coordination Charge		NKCCF	N/A		N/A
384	Channelized Facility from POP, DSO, Design and Coordination Charge		PENDING	N/A		
385	Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage					N/A
386	Non-Channelized Facility from POP, DSO, Design and Coordination Charge		PENDING	N/A		N/A
387	Non-Channelized Facility from OPO, DSO, Design and coordination Charge		NKCCG	N/A		N/A
388	Non-Channelized Facility from POP, DS1, Design and Coordination Charge		NKCCJ	N/A		N/A
389	Non-Channelized Facility from POP, DS3, Design and Coordination Charge		NKCCJ	N/A		N/A
390	Private Line to UNE Conversion		PENDING	N/A	\$	25.57
391	AC2U Project Administrative Activity Per Service Circuit		NKCC8		\$	21.23
392						
393	Dark Fiber					
394	Dark Fiber Interoffice					
395	* Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	\$16.24		N/A
396	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	\$0.00179		N/A
397	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	\$3.43		N/A
398	Inquiry (Per Request)					
399	* Dark Fiber Interoffice Transport - NRC		NR9D6	N/A		\$325.28
400	FIRM ORDER (Per Fiber Strand)					
401	* Administrative per Order		NRB51	N/A		\$28.63
402	* Dark Fiber Interoffice Transport - NRC		NRB54	N/A		\$612.88
403						
404	Routine Modifications					
405	Routine Modifications to Existing Facilities Charge		PENDING	N/A		ICB
406						
407	LNP					
408	***Local Number Portability		NSR	\$0		N/A
409	***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
410	effective October 1, 2004.					
411						
412	Maintenance of Service		VRP	N/A		\$71.00
413						
414	OTHER					
415	Directory Assistance					
416	Directory Assistance, per call		OPEN	\$ 0.40		NA
417	National Directory Assistance (NDA), per call		OPEN	\$ 0.65		NA
418	Reverse Directory Assistance (RDA), per call		OPEN	\$ 0.65		NA
419	Business Category Search (BCS) / where applicable, per call		OPEN	\$ 0.65		NA
420	Directory Assistance Call Completion (DACC), per call		OPEN	\$ 0.15		NA
421						
422	OS/DA Automated Call Greeting and Reference / Rates					
423	Branding - Other - Initial/Subsequent Load, per switch, per OCN		OPEN	N/A		\$ 1,800.00
424	Brand and Reference/Rate Look Up, per OS/DA call		OPEN	\$ 0.03		N/A
425	Branding - Facility Based - Initial/Subsequent Load					
426	- Branding, per trunk group		OPEN	N/A		\$ 800.00
427	Rate Reference - Initial Load, per state, per OCN		OPEN	N/A		\$ 5,000.00
428	Rate Reference - Subsequent Load, per state, per OCN		OPEN	N/A		\$ 1,500.00
429						
430	Operator Services					
431	Fully Automated Call Processing, per call		OPEN	\$ 0.15		N/A
432	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV]					
433	and Busy Line Verification / Interrupt [BLV/I]), per work second		OPEN	\$ 0.03		N/A
434						
435						
436	DA Listing Liscense					
437	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
438	- per listing for initial load		OPEN	N/A	\$	0.040
439	- per listing for subsequent updates		OPEN	N/A	\$	0.060
440	Option #2 Full File (all states inclusive) Billable Release					
441	- per listing for initial load		OPEN	N/A	\$	0.020
442	- per listing for subsequent updates		OPEN	N/A	\$	0.030
443	- per usage/query		OPEN	N/A	\$	0.020
444	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
445	- per listing for initial load		OPEN	N/A	\$	0.050
446	- per listing for subsequent updates		OPEN	N/A	\$	0.060

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
447		Option #4 Pick & Choose (by state) Billable Release				
448		- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
449		- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
450		- per usage/query	OPEN	N/A	\$ 0.020	N/A
451						
452		Resale				
453						
454		DIRECTORY ASSISTANCE / OPERATOR SERVICES				
455		Local Directory Assistance	RESALE	21.46%	N/A	
456		Local Operator Assistance Services	RESALE	21.46%	N/A	
457						
458		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA	
459		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA	
460		Business Category Search (BCS) / where applicable, per call	OPEN	\$ 0.65	NA	
461		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA	
462						
463		OS/DA Automated Call Greeting and Reference / Rates				
464		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	\$ 1,800.00	
465		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A	
466		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	
467		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00	
468						
469		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A	N/A
470						
471		Structure Access - Poles & Ducts		Annually		
472		Poles (\$/Attachment/yr.)*##				
473		Per Pole Attachment*	OPEN	\$ 2.46	N/A	N/A
474		Per Foot of innderduct##	OPEN	\$ 0.49	N/A	N/A
475		Application fee	OPEN		\$ 200.00	
476		Unauthorized Attachment Fee	OPEN		\$500.00 per pole	
477		Unauthorized Occupancy Fee	OPEN		\$30.00 per Conduit Foot	
478		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional				
479		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
480		## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,				
481		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
482		New rates will be communicated to CLEC no later than November 1st for the succeeding year				
483						
484		Emergency Number Service Access				
485		911 Selective Router Interconnection				
486		- Digital DS1 Interface		198.11	\$ 706.64	
487		-Each DSO installed	USAGE	\$ -	\$ 507.00	
488		-Analog Channel Interface	EVG9X	\$ 19.99	\$ 610.45	
489		ANI/ALI/SR and Database Management				
490		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.53	\$ 713.33	
491		Access Routing File (CD-ROM)	USAGE	\$ 25.95		
492		911 Selective Router Switch Administration				
493		-Per Selective Router	USAGE	\$ 91.49	\$ 5,557.82	
494						
495		INTERCARRIER COMPENSATION				
		LONG-TERM LOCAL BILL AND KEEP ARRANGEMENTS FOR "IN-BALANCE"SECTION 251(B)(5) TRAFFIC & ISP-BOUND TRAFFIC				
499		End Office Local Termination				
500		Set up charge, per call	USAGE	\$0.00		
501		Duration charge, per MOU	USAGE	\$0.00		
502						
503		Tandem Switching				
504		Set up charge, per call	USAGE	\$0.00		
505		Duration charge, per MOU	USAGE	\$0.00		
506						
507		Tandem Transport Termination, per MOU	USAGE	\$0.00		
508						
509		Tandem Transport Facility per MOU, per Mile	USAGE	\$0.00		
510						
511						
512		COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
513						
514		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$0.0007		
515						
516						
517	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/				
518	/2/	in accordance with the Order in ICC Docket 02-0004, these rates will become effective on March 31, 2005				
519	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in				
520						
521	**	These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin the later of February 6, 2004 the date of the Order, or the effective date of these interim rates as to a CLEC for any loop conditioning addressed above that a CLEC orders on an xDSL subloop at the rates set forth herein. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, AT&T Illinois shall perform the appropriate true-up calculation and issue adjustments, to the extent applicable. The backbilling limitations applicable to amounts billed under this Agreement will not apply. These loop conditioning rates are not interim or subject to true-up as to stand-alone xDSL loops, but rather, constitute the non-interim loop conditioning rates previously established by the ICC for stand-alone, copper xDSL loops.				
522		RESALE				
523		See the "Illinois Resale Pricing" schedule				
524		Line Connection Charge				
525		Residence	RESALE		L.C.C. No. 20 Tariff Part 22	

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring
526		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22
527		Service Order/Service Request Charge			
528		Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22
529		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22
530		Non-Electronic (Manual) Service Order Charge			
531		Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22
532		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22

APPENDIX ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.3 As used herein, **"Consequential Damages"** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, **"Customer Credits"** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, **"Local Exchange Service Obligations"** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, **"Recourse Credits"** shall mean those credits that **AT&T ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **AT&T ILLINOIS**.
- 1.7 As used herein, **"Recourse Credit Claim Form"** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **AT&T ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the AT&T CLEC Online website: <https://clec.AT&T.com/clec/>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **AT&T ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to **AT&T ILLINOIS'** Local Service Center by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **AT&T ILLINOIS**.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **AT&T ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to AT&T ILLINOIS that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from AT&T ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
- 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
- 2.4.2 The specific Local Exchange Service Obligation that was violated;
- 2.4.3 Brief statement as to how the alleged actions or inactions of AT&T ILLINOIS, or alleged failure or deficiency in any network element or service provided by AT&T ILLINOIS to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
- 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3. RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 AT&T ILLINOIS shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which AT&T ILLINOIS disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by AT&T ILLINOIS within the thirty (30) calendar day period shall be reimbursed by AT&T ILLINOIS, subject to AT&T ILLINOIS' right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by AT&T ILLINOIS, the parties shall use the dispute resolution process set forth in the Agreement.

4. LIMITATION OF LIABILITY

- 4.1 AT&T ILLINOIS shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 AT&T ILLINOIS shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that AT&T ILLINOIS is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5. METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on AT&T ILLINOIS' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the AT&T ILLINOIS' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by AT&T ILLINOIS after dispute resolution negotiations pursuant to Section 3.2 shall be

credited to CLEC on AT&T ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that AT&T ILLINOIS that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on AT&T ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

- 5.2 Where reimbursement is to be made by credit on AT&T ILLINOIS' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which AT&T ILLINOIS is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by AT&T ILLINOIS which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by AT&T ILLINOIS or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by AT&T ILLINOIS, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by AT&T ILLINOIS to the date of payment.

6. OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to AT&T ILLINOIS to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify AT&T ILLINOIS of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), AT&T ILLINOIS may recover the amount of such inappropriate credits on AT&T ILLINOIS' upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with AT&T ILLINOIS' notice and AT&T ILLINOIS may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.
- 6.2 If AT&T ILLINOIS denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, AT&T ILLINOIS shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in AT&T ILLINOIS failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, AT&T ILLINOIS shall provide such Recourse Credit not less than thirty (30) Business Days after AT&T ILLINOIS agrees that such Recourse Credit should have been paid.

7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. AT&T MIDWEST REGION 5-STATE is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC

Illinois Recourse Credit Claim

Date Submitted: _____

CARRIER NAME: _____ END USER CUSTOMER AFFECTED NAME: _____

CARRIER Billing Account Number: _____ END USER CUSTOMER AFFECTED TEL. NO.: _____

Check Applicable Claim(s) Below and Provide Requested Information

Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* : _____

Ticket number: _____

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____

Amount of Credit issued to end user Customer: \$ _____

Applicable Credit (Check/Circle One): Pro-Rata ____ 1/3 ____ 2/3 ____ 100% ____

Number of Additional Days ____ @ \$20/day ____ OR wireless phone \$ ____ /day

Requested Recourse Credit: \$ _____

New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service: _____

Requested Installation Date: _____

Date/Time Order Received by Company* : _____ Date Installed: _____

Order number: _____

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____

Amount of Credit Issued to end-user Customer: \$ _____

Applicable Credit (Check/Circle One): 50% ____ 100% ____

Number of Additional Days ____ @ \$20/day ____ OR wireless phone \$ ____ /day

Requested Recourse Credit: \$ _____

Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Order number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Ticket number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

**Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:

COMPANY* RESOLUTION/RESPONSE

Company* Contact: _____

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Partially Accepted: _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to AT&T ILLINOIS

AT&T ILLINOIS COMMISSION APPROVED SECTION 271 PLAN DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T Illinois will report performance to CLEC and compare that performance to AT&T Illinois' own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 AT&T Illinois agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T Illinois Performance Measurement User Guide. AT&T Illinois will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. AT&T Illinois further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1 AT&T Illinois will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T Illinois on or before the last day of the month for which data is sought, AT&T Illinois shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T Illinois after the last day of the month for which data is sought, AT&T Illinois shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 AT&T Illinois will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T Illinois retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T Illinois agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T Illinois retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T Illinois retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T Illinois' retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both AT&T Illinois and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

AT&T Illinois will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$

$$\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

σ_{ILEC}^2 = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to AT&T Illinois performance and for which the number of data points are 29 or less for either the CLEC or AT&T Illinois, AT&T Illinois will apply the following alternatives for compliance.
 - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T Illinois Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):
AT&T Illinois applies the Z-Test as described in section 3.0.
 - 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):
For Percentages, the Fisher Exact Permutation Test will be used.
For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:
 - (1) Choose a sufficiently large number T .
 - (2) Pool and mix the CLEC and ILEC data sets.

- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 AT&T Illinois and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

AT&T Illinois agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 AT&T Illinois will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1, and are payable to the State Fund designated by the Commission.
- 5.4 Any CLEC wishing to incorporate, substitute or add this Performance Remedy Plan to its existing interconnection agreement, or a new interconnection agreement, must notify AT&T Illinois and the Commission, in writing, of its intent to "opt-in" to a remedy plan. The CLECs "opt-in" becomes effective 20 days from the date of filing said written notice with the Commission, and it supersedes the Performance Remedy Plan previously in effect for that CLEC, if any. Payments shall be calculated in accordance with the Plan beginning with the first full calendar month following the effective date of the "opt-in". An opt-in shall be followed with an amendment to the Interconnection Agreement filed with the Commission. Any CLEC that adopts a remedy plan by purchasing out of a tariff must notify AT&T Illinois and the Commission, in writing, of its intent to adopt a tariffed remedy plan. Any notice required above shall be sent to AT&T Illinois' regulatory offices and the Chief Clerk's Office of the Illinois Commerce Commission.
- 5.5 AT&T Illinois will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require AT&T Illinois to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), AT&T Illinois will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1 AT&T Illinois agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, AT&T Illinois and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T Illinois and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T Illinois' agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T Illinois and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T Illinois' payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T Illinois has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T Illinois' conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that AT&T Illinois' performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by AT&T Illinois under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T Illinois seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T Illinois has met or continues to meet the requirements of section 271 of the Act.
- 6.3 AT&T Illinois shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with AT&T Illinois, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.
- 6.5 CLEC and AT&T Illinois will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document.
- 6.5.1 AT&T Illinois agrees to an audit of the performance measurements data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The audit shall commence sixteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG (a/k/a BearingPoint) under Docket No. 98-0555. Subsequent to that initial audit, additional audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by AT&T Illinois and approved by the Commission will conduct these audits at AT&T Illinois' expense.

- 6.5.2 Mini Audits. In addition to an annual audit, CLEC may request mini-audits of individual performance measures/submeasures during the year. When a CLEC has reason to believe the data collected for that measure are flawed or the reporting criteria for the measure are not being adhered to, it can request that a mini-audit be performed on the specific measure/submeasure upon written request, which will include the designation of a CLEC representative to engage in discussions with AT&T Illinois about the requested mini-audit. If, thirty (30) days after the CLEC's written request, the CLEC believes that the issues has not been resolved to its satisfaction, the CLEC can commence the mini-audit, after providing AT&T Illinois with written notice five (5) days in advance. Each CLEC is limited to auditing three (3) single measures/submeasures during the audit year. The audit year shall commence with the start of the KPMG OSS test. Mini-audits may not be performed, conducted or requested while the OSS third-party test, or an Annual Audit, is being conducted. Mini-audits will be of all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure/submeasure. Mini-audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be made available, on a monthly basis, to the CLECs.
- 6.5.3 A third-party auditor will conduct the mini-audits. AT&T Illinois and the CLECs will jointly select the third-party auditor. If the parties cannot agree on the auditor, the auditors selected by each party will jointly determine the auditor. The responsibility for paying the costs of such audits shall be wholly dependent on the result of the audit. A CLEC initiating a mini-audit that finds no culpability or misfeasance on AT&T Illinois' part shall be fully responsible for bearing the cost of the mini-audit. In those instances where a CLEC requests a mini-audit which results in a finding that AT&T Illinois has materially misreported or misrepresented data, or, AT&T Illinois is found to have non-compliance procedures, AT&T Illinois shall bear responsibility for full payment of the costs of the mini-audit. AT&T Illinois is deemed to be materially at fault when a reported successful measure changes as a consequence of the audit to a missed measure, or, when there is an increase in the ranking of the measure as a result of the audit, i.e., from low to medium or from medium to high, as a result of a material misreport or misrepresentation. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the cost of the third-party auditor.
- 6.5.4 Each mini-audit shall be submitted to the CLEC involved and to the Commission as a proprietary document. AT&T Illinois shall notify all CLECs of any mini-audit requests, on a monthly basis, within forty-five (45) days of the date of a mini-audit request. All written notices pursuant to this provision include e-mail.
- 6.6 Pursuant to Commission Order in Docket No. 01-0662, the termination of this "Commission Approved Section 271 Plan" shall be addressed in a Commission proceeding, as set forth in the Order.
- 7.0 Exclusions Limited
- 7.1 AT&T Illinois shall not be obligated to pay for noncompliance with a performance measure, if, but only to the extent that, such noncompliance could not have been avoided by AT&T Illinois in the exercise of due diligence. AT&T Illinois shall not be excused from payment on any other grounds, except by application of the procedural threshold below. Any dispute regarding whether AT&T Illinois' performance failure is excused under this paragraph shall be resolved with the Commission through a dispute resolution proceeding under the Commission's Procedural Rules, or, if the parties consent, through commercial arbitration with the American Arbitration Association. AT&T Illinois shall have the burden of proof in any such proceeding to demonstrate that its noncompliance with the performance measurement should be excused because it could not have been avoided by AT&T Illinois in the exercise of due diligence. Section 7.1 only suspends AT&T Illinois' ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T Illinois' compliance with the parity or benchmark criterion is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event. Upon commencement of the dispute resolution proceeding set forth above, AT&T Illinois shall place the liquidated damages and/or assessments in dispute in an interest-bearing escrow, to be held by a neutral third party. The outcome of the dispute resolution shall determine which party to that proceeding is entitled to the funds held in escrow, and the interest on those funds.

- 7.2 In addition to the provisions set forth herein, AT&T Illinois shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T Illinois or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where AT&T Illinois believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T Illinois or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T Illinois shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T Illinois prevails. If AT&T Illinois does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. AT&T Illinois shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T Illinois will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 AT&T Illinois and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Illinois interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T Illinois pursuant to any Illinois interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T Illinois, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by AT&T Illinois under all AT&T Illinois interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all AT&T Illinois interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but AT&T Illinois has paid less than that amount due to the monthly threshold, AT&T Illinois shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, AT&T Illinois shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever AT&T Illinois Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then AT&T Illinois may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T Illinois must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, AT&T Illinois must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. AT&T Illinois' application will be processed in an expedited manner under the process set forth in the Procedural Rules. AT&T Illinois will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If AT&T Illinois reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T Illinois has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that

period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that AT&T Illinois should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why AT&T Illinois should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 AT&T Illinois' Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T Illinois for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 AT&T Illinois will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, AT&T Illinois or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 1 as Remedied when AT&T Illinois delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which AT&T Illinois has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T Illinois met or exceeded the performance standard. For those measures listed in Attachment 2 to Appendix 1 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Attachment 2 to Appendix 1 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance AT&T Illinois provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning June 2003, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step

back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 Nothing herein precludes AT&T Illinois and a CLEC from agreeing, in a negotiated amendment to the interconnection agreement, to the language of AT&T Illinois' original proposal as it relates to the inclusion of "floors and ceilings" for the determination of a performance shortfall.
- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require AT&T Illinois to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if AT&T Illinois was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T Illinois will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, AT&T Illinois will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T Illinois provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 AT&T Illinois is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T Illinois will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, AT&T Illinois will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that AT&T Illinois underpaid liquidated damages due a CLEC, or assessments due the State, AT&T Illinois will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that AT&T Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11 AT&T Illinois shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes AT&T Illinois for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, AT&T Illinois will, at request of the CLEC, initiate a "gap closure" effort. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 1 as "Remedied" when AT&T Illinois and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Attachment 2 to Appendix 1 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Attachment 2 to Appendix 1 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1 If AT&T Illinois fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, \$5,000 per day past due;

- If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.

10.2 If AT&T Illinois alters previously reported data for a CLEC, and after discussions with AT&T Illinois the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3 When AT&T Illinois' performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T Illinois shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T Illinois' performance through March is such that AT&T Illinois owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T Illinois fails to pay the required amount, AT&T Illinois will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4 AT&T Illinois may not withhold payment of liquidated damages to a CLEC unless AT&T Illinois has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T Illinois.

10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T Illinois reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, AT&T Illinois will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent AT&T Illinois Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for AT&T Illinois Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if AT&T Illinois fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where AT&T Illinois has failed to provide parity or benchmark performance for 3 consecutive months. If AT&T Illinois fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then AT&T Illinois shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Illinois)

In the event of any inconsistency between Appendix 1, Attachment 2 to Appendix 1, and this performance remedy plan, this performance remedy plan shall supercede and control.

APPENDIX 1

Performance Measurement Business Rules (Illinois)

The Performance Measurement Business Rules are found in AT&T Illinois' tariff at Ill. C. C. Appendix One is in Illinois, Tariff No. 20, Part 2, Section 11, beginning on Sheet 62.

APPENDIX-PRICING (INDIANA)

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APPENDIX PRICING (INDIANA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T INDIANA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T INDIANA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T INDIANA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T INDIANA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area

Total Access Lines:

Rate Group:

- | | |
|---|---|
| 1 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 2 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 3 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |

- 1.9 AT&T INDIANA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, AT&T INDIANA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T INDIANA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T INDIANA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T INDIANA's current generic contract rate for the Product or Service set forth in AT&T INDIANA's applicable state-specific generic pricing schedule as published on AT&T INDIANA's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T INDIANA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T INDIANA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T INDIANA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T INDIANA for that Product or Service and incorporated into AT&T INDIANA's current state-specific generic pricing schedule as published on AT&T INDIANA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T INDIANA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T INDIANA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T INDIANA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T INDIANA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T INDIANA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network

Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed 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

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T INDIANA network, without any changes to AT&T INDIANA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T INDIANA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	INDIANA			Recurring	Non-Recurring
			USOC	Monthly	First Additional
2	AT&T Generic Rates				
3	NETWORK ELEMENTS				
4	Loops				
5	2-Wire Analog - Rural (Rate Class 1) /3/	U2HX1	\$	11.50	See NRC prices below
6	2-Wire Analog - Suburban (Rate Class 2) /3/	U2HX2	\$	12.50	See NRC prices below
7	2-Wire Analog - Metro (Rate Class 3) /3/	U2HX3	\$	12.00	See NRC prices below
8	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$	9.57	See NRC prices below
9	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$	8.90	See NRC prices below
10	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$	8.84	See NRC prices below
11	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/	U2JX1	\$	11.67	See NRC prices below
12	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/	U2JX2	\$	13.01	See NRC prices below
13	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/	U2JX3	\$	12.63	See NRC prices below
14	2-Wire COPTS Coin - Rural (Rate Class 1) /3/	U2CX1	\$	12.00	See NRC prices below
15	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/	U2CX2	\$	13.46	See NRC prices below
16	2-Wire COPTS Coin - Metro (Rate Class 3) /3/	U2CX3	\$	13.07	See NRC prices below
17	2-Wire EKL - Rural (Rate Class 1) /3/	U2KX1	\$	13.17	See NRC prices below
18	2-Wire EKL - Suburban (Rate Class 2) /3/	U2KX2	\$	15.09	See NRC prices below
19	2-Wire EKL - Metro (Rate Class 3) /3/	U2KX3	\$	14.66	See NRC prices below
20	Conditioning for dB Loss				
21	4-Wire Analog - Rural (Rate Class 1) /3/	U4HX1	\$	27.28	See NRC prices below
22	4-Wire Analog - Suburban (Rate Class 2) /3/	U4HX2	\$	31.49	See NRC prices below
23	4-Wire Analog - Metro (Rate Class 3) /3/	U4HX3	\$	30.59	See NRC prices below
24	2-Wire Digital - Rural (Rate Class 1) /3/	U2QX1	\$	16.00	See NRC prices below
25	2-Wire Digital - Suburban (Rate Class 2) /3/	U2QX2	\$	19.48	See NRC prices below
26	2-Wire Digital - Metro (Rate Class 3) /3/	U2QX3	\$	18.19	See NRC prices below
27	DS1 Loop - Rural (Rate Class 1) /3/	4U1X1	\$	37.04	See NRC prices below
28	DS1 Loop - Suburban (Rate Class 2) /3/	4U1X2	\$	39.35	See NRC prices below
29	DS1 Loop - Metro (Rate Class 3) /3/	4U1X3	\$	46.10	See NRC prices below
30	DS3 Loop - Rural (Rate Class 1) /3/	U4D31	\$	469.53	See NRC prices below
31	DS3 Loop - Suburban (Rate Class 2) /3/	U4D32	\$	447.20	See NRC prices below
32	DS3 Loop - Metro (Rate Class 3) /3/	U4D33	\$	431.98	See NRC prices below
33					
34	DSL Capable Loops				
35	2-Wire xDSL Loop				
36	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLA1	\$	9.33	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLA2	\$	10.45	See NRC prices below
38	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLA3	\$	9.84	See NRC prices below
39					
40	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLC1	\$	9.33	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLC2	\$	10.45	See NRC prices below
42	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLC3	\$	9.84	See NRC prices below
43					
44	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLB1	\$	9.33	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLB2	\$	10.45	See NRC prices below
46	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLB3	\$	9.84	See NRC prices below
47					
48	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLD1	\$	9.33	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLD2	\$	10.45	See NRC prices below
50	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLD3	\$	9.84	See NRC prices below
51					
52	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	UWRA1	\$	9.33	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	UWRA2	\$	10.45	See NRC prices below
54	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	UWRA3	\$	9.84	See NRC prices below
55					
56	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLF1	\$	9.33	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLF2	\$	10.45	See NRC prices below
58	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLF3	\$	9.84	See NRC prices below
59	4-Wire xDSL Loop				
60	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/	4SL11	\$	16.95	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/	4SL12	\$	19.08	See NRC prices below
62	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/	4SL13	\$	18.18	See NRC prices below
63					
64	IDSL Capable Loop				
65	IDSL Loop Class 1 - Rural /3/	UY5F1	\$	9.33	See NRC prices below
66	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$	10.45	See NRC prices below
67	IDSL Loop Class 3 - Metro /3/	UY5F3	\$	9.84	See NRC prices below
68					
69	LST				
70	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD		N/A	\$ 165.26
71					
72	Loop Qualification Process				
73	Loop Qualification Process - Mechanized	NR98U		N/A	\$0.00
74	Loop Qualification Process - Manual	NRBXU		N/A	TBD
75					
76	xDSL Conditioning				
77	DSL Conditioning Options - >12KFT				
78	Removal of Repeater Options (per unit removed)	NRBXV		N/A	\$24.70
79	Removal Excessive Bridged Tap Option (per unit removed)	NRBXW		N/A	\$16.09
80	Removal of Load Coil (per unit removed)	NRBXZ		N/A	\$16.18
81					
82	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
83	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		None	\$212.42
84	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		None	\$49.92
85	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		None	\$212.42
86	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM		None	\$212.42
87					
88	Loop Non-Recurring Charges (Excluding DS3)				
89	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP		N/A	\$ 6.83
90	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NKCG6			\$ 4.29

Line	INDIANA		USOC	Recurring	Non-Recurring
2	AT&T Generic Rates			Monthly	First Additional
91	Disconnect Service Order Charge		NR9OE		\$ 4.29
92	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/		REAH9	N/A	\$ 6.83 N/A
93	Res/BUS Analog/2-W digital Loop, record Request /3/		NR9UP		\$ 6.43
94	Res/Bus Analog/2-W digital Loop Line Connection Loop Charge, Initial, Install /3/		SEPUC	N/A	\$ 22.48 N/A
95	Res/BUS Analog/2-W digital Loop Line Connection Charge, Initial, Disconnect /3/		NKCG7		\$ 7.42
96	Une Analog Loop Disconnect Charge Per Termination		NR9OG		\$ 7.42
97	Res/Bus Analog/2-W digital Loop Line Connection Charge, Additional, Install /3/		1CRG7		\$ 15.55
98	Line Connection Add or Change		REAH5	N/A	\$ 29.33
99	/3/ Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/		NKCG5		\$ 4.81
100					
101	/3/ DS I Service Provisioning, Initial, Install /3/		1CRG1		\$ 142.36
102	/3/ DS 1 Service Provisioning, Initial, Disconnect /3/		NKCG1		\$ 20.51
103	/3/ DS 1 Service Provisioning, Additional, Install /3/		1CRG2		\$ 96.33
104	/3/ DSI Service Provisioning, Additional, Disconnect /3/		NKCG2		\$ 16.25
105	DS1 Loop, Administrative Activity, Install /3/		NR9OR		\$ 10.65
106	DS1 Loop, Administrative Activity, Disconnect /3/		NR9OT		\$ 4.86
107					
108	DS3 Loop Non-Recurring Charges				
109	Administrative /3/		NR9OY	N/A	\$ 10.65 N/A
110	Design & Central Office		NR9O1	N/A	\$ 525.79 N/A
111	Customer Connection		NR9O3	N/A	\$ 187.37 N/A
112	/3/ DS3 Service Provisioning, Initial, Install /3/		1CRG3		\$ 151.68
113	/3/ DS3 Service Provisioning, Initial, Disconnect /3/		NKCG3		\$ 20.89
114	/3/ DS3 Service Provisioning, Additional, Install /3/		1CRG4		\$ 70.41
115	/3/ DS3 Service Provisioning, Additional, Disconnect /3/		NKCG4		\$ 16.63
116	DS3 Loop, Administrative Activity, Disconnect /3/		NR9OZ		\$ 4.86
117					
118	SUB-LOOPS				
119	ECS to SAI sub-loop				
120	2 Wire Analog - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
121	2 Wire Analog - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
122	2 Wire Analog - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
123	4 Wire Analog - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
124	4 Wire Analog - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
125	4 Wire Analog - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
126	2 Wire DSL - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
127	2 Wire DSL - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
128	2 Wire DSL - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
129	4 Wire DSL - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
130	4 Wire DSL - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
131	4 Wire DSL - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
132	ECS to Terminal sub-loop				
133	2 Wire Analog - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
134	2 Wire Analog - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
135	2 Wire Analog - Rate Group 1	PENDING	\$ 8.02		See NRC prices below
136	4 Wire Analog - Rate group 3	PENDING	\$ 11.45		See NRC prices below
137	4 Wire Analog - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
138	4 Wire Analog - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
139	2 Wire DSL - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
140	2 Wire DSL - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
141	2 Wire DSL - Rate group 1	PENDING	\$ 8.02		See NRC prices below
142	4 Wire DSL - Rate Group 3	PENDING	\$ 11.45		See NRC prices below
143	4 Wire DSL - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
144	4 Wire DSL - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
145	ECS to NID sub-loop				
146	2 Wire Analog - Rate group 3	PENDING	\$ 6.47		See NRC prices below
147	2 Wire Analog - Rate Group 2	PENDING	\$ 6.72		See NRC prices below
148	2 Wire Analog - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
149	4 Wire Analog - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
150	4 Wire Analog - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
151	4 Wire Analog - Rate group 1	PENDING	\$ 17.51		See NRC prices below
152	2 Wire DSL - Rate Group 3	PENDING	\$ 6.47		See NRC prices below
153	2 Wire DSL - Rate group 2	PENDING	\$ 6.72		See NRC prices below
154	2 Wire DSL - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
155	4 Wire DSL - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
156	4 Wire DSL - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
157	4 Wire DSL - Rate Group 1	PENDING	\$ 17.51		See NRC prices below
158	SAI to Terminal sub-loop				
159	2 Wire Analog - Rate group 3	PENDING	\$ 4.85		See NRC prices below
160	2 Wire Analog - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
161	2 Wire Analog - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
162	4 Wire Analog - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
163	4 Wire Analog - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
164	4 Wire Analog - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
165	2 Wire DSL - Rate Group 3	PENDING	\$ 4.85		See NRC prices below
166	2 Wire DSL - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
167	2 Wire DSL - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
168	4 Wire DSL - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
169	4 Wire DSL - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
170	4 Wire DSL - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
171	SAI to NID sub-loop				
172	2 Wire Analog - Rate group 3	PENDING	\$ 5.60		See NRC prices below
173	2 Wire Analog - Rate Group 2	PENDING	\$ 6.33		See NRC prices below
174	2 Wire Analog - Rate Group 1	PENDING	\$ 6.65		See NRC prices below
175	4 Wire Analog - Rate Group 3	PENDING	\$ 11.24		See NRC prices below
176	4 Wire Analog - Rate Group 2	PENDING	\$ 12.65		See NRC prices below
177	4 Wire Analog - Rate Group 1	PENDING	\$ 13.26		See NRC prices below
178	2 Wire DSL - Rate Group 3	PENDING	\$ 5.60		See NRC prices below

Line	INDIANA			Recurring	Non-Recurring
2	AT&T Generic Rates		USOC	Monthly	First Additional
179		2 Wire DSL - Rate Group 2	PENDING	\$ 6.33	See NRC prices below
180		2 Wire DSL - Rate Group 1	PENDING	\$ 6.65	See NRC prices below
181		4 Wire DSL - Rate Group 3	PENDING	\$ 11.24	See NRC prices below
182		4 Wire DSL - Rate Group 2	PENDING	\$ 12.65	See NRC prices below
183		4 Wire DSL - Rate Group 1	PENDING	\$ 13.26	See NRC prices below
184		Terminal to NID sub-loop			
185		2 Wire Analog - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
186		2 Wire Analog - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
187		2 Wire Analog - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
188		4 Wire Analog - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
189		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
190		4 Wire Analog - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
191		2 Wire DSL - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
192		2 Wire DSL - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
193		2 Wire DSL - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
194		4 Wire DSL - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
195		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
196		4 Wire DSL - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
197		NID sub-loop element			
198		2 Wire Analog - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
199		2 Wire Analog - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
200		2 Wire Analog - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
201		4 Wire Analog - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
202		4 Wire Analog - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
203		4 Wire Analog - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
204		2 Wire DSL - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
205		2 Wire DSL - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
206		2 Wire DSL - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
207		4 Wire DSL - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
208		4 Wire DSL - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
209		4 Wire DSL - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
210		2 Wire ISDN Compatible - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
211		2 Wire ISDN Compatible - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
212		2 Wire ISDN Compatible - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
213		Sub-Loop Non-Recurring Charges			
214		2-Wire Analog Sub-Loop	PENDING		\$ 185.80
215		4-Wire Analog Sub-Loop	PENDING		\$ 186.65
216		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 214.54
217		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 218.09
218		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 236.77
219		Service Order Charge			
220		Establish, per occasion	PENDING		\$ 14.57
221		Add or change, per occasion	PENDING		\$ 14.57
222		Line Connection Charge			
223		per occasion	PENDING		\$ 29.33
224					
225		Cross Connects			
226		2-Wire	CXCT2	\$ 0.14	N/A N/A
227		4-Wire	CXCT4	\$ 0.26	N/A N/A
228		DS1/LT1	CXCDX	\$ 0.36	N/A N/A
229		DS3/LT3	CXC8X	\$ 0.66	N/A N/A
230		DS3 C.O. LOOP Cross-Connect to Collocation	CXCBX	\$ 19.14	N/A N/A
231					
232		Interoffice Transport:			
233		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 11.10	N/A N/A
234		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.65	N/A N/A
235		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 106.79	N/A N/A
236		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 28.62	N/A N/A
237		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 106.79	N/A N/A
238		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 28.62	N/A N/A
239					
240		Enhanced Extended Loop (EEL) Service Order per LSR			
241		Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	NKCAR		\$ 6.89
242		Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAS		\$ 4.20
243		Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAT		\$ 6.14
244		Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	NKCAU		\$ 51.78
245		Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAV		\$ 34.80
246		Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAW		\$ 48.55
247		Electronic, DSI Loop, Establishment Request, Install /3/	NKCAX		\$ 11.39
248		Electronic, DSI Loop, Establishment Request, Disconnect /3/	NKCAY		\$ 6.00
249		Electronic, DSI Loop, Subsequent Order /3/	NKCAZ		\$ 6.14
250		Manual, DSI Loop, Establishment Request, Install /3/	NKCB1		\$ 57.23
251		Manual, DSI Loop, Establishment Request, Disconnect /3/	NKCB2		\$ 34.80
252		Manual, DSI Loop, Subsequent Order /3/	NKCB3		\$ 48.55
253		Electronic, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 12.63
254		Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 6.69
255		Manual, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 60.35
256		Manual, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 35.48
257		Electronic, Non-channelized DS1 EEL, Establishment Request, Install /3/	NKCB4		\$ 11.39
258		Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB5		\$ 6.00
259		Manual, Non-channelized DS1 EEL, Establishment Reauest, Install /3/	NKCB6		\$ 57.23
260		Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB7		\$ 34.80
261		Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 12.63
262		Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 6.69
263		Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 60.35
264		Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 35.48
265					

Line	INDIANA			Recurring	Non-Recurring
2	AT&T Generic Rates	USOC	Monthly	First	Additional
266	Enhanced Extended Loop (EEL) New Combination per Element				
267	/F 2-Wire Analog Loop Connection, Initial, Install /3/	NKCB8		\$ 91.87	
268	/F 2-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB9		\$ 15.48	
269	/F 2-Wire Analog Loop Connection, Additional, Install /3/	NKCB8			\$ 66.36
270	/F 2-Wire Analog Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 10.55
271	/F 4-Wire Analog Loop Connection, Initial, Install /3/	NKCB8		\$ 93.41	
272	/F 4-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB8		\$ 17.04	
273	/F 4-Wire Analog Loop Connection, Additional, Install /3/	NKCB8			\$ 67.89
274	/F 4-Wire Analog Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 12.11
275	/F 2-Wire Digital Loop Connection, Initial, Install /3/	NKCB8		\$ 100.08	
276	/F 2-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB8		\$ 14.98	
277	/F 2-Wire Digital Loop Connection, Additional, Install /3/	NKCB8			\$ 66.20
278	/F 2-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 10.05
279	/F 4-Wire Digital Loop Connection, Initial, Install /3/	NKCB8		\$ 149.73	
280	/F 4-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB8		\$ 24.23	
281	/F 4-Wire Digital Loop Connection, Additional, Install /3/	NKCB8			\$ 101.19
282	/F 4-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 19.77
283	/F CO Multiplexing, DS1 to Voice, Initial, Install /3/	PENDING		\$ 89.92	
284	/F CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/	PENDING		\$ 20.58	
285	/F CO Multiplexing, DS1 to Voice, Additional, Install /3/	PENDING			\$ 47.86
286	/F CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/	PENDING			\$ 15.71
287	/F DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$ 148.01	
288	/F DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
289	/F DS1 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING			\$ 104.44
290	/F DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	PENDING			\$ 34.03
291	/F 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBT		\$ 199.34	
292	/F 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	NKCBT		\$ 42.37	
293	/F 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	NKCBV			\$ 128.38
294	/F 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Add'l, disconnect /3/	NKCBW			\$ 34.03
295	/F DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$ 158.40	
296	/F DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
297	/F DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING			\$ 82.93
298	/F DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING			\$ 34.03
299	/F Clear Channel Capability, Initial, Install /3/	NKCC6		\$ 89.46	
300	/F Clear Channel Capability, Additional, Install /3/	NKCC7			\$ 24.26
301					
302	Special Access to Une Conversion per Activity				
303	/F Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCC9		\$ 83.69	
304	/F Channelized Facility from Cage, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A
305	/F Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	NKCCA		\$ 66.64	
306	/F Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
307	/F Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING		\$ 7.73	
308	/F Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	NKCCB		\$ 7.73	
309	/F Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A
310	/F Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCCC		\$ 7.73	
311	/F Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A
312	/F Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	NKCCD		\$ 7.73	
313	/F Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
314	/F Channelized Facility from POP, DS1, Design and Coordination charge /3/	NKCCF		\$ 83.69	
315	/F Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A
316	/F Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCF		\$ 66.64	
317	/F Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
318	/F Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING		\$ 7.73	
319	/F Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	NKCCG		\$ 7.73	
320	/F Non-Channelized Facility from POP, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A
321	/F Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	NKCCH		\$ 7.73	
322	/F Non-Channelized Facility from POP, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A
323	/F Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCJ		\$ 7.73	
324	/F Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
325					
326	Special Access to UNE Conversions Per Circuit				
327	/F Project Administrative Activity	NKCC8		\$ 21.23	
328					
329	Multiplexing				
330	DS1 to Voice Grade	QMVX1-X3	\$ 197.61	N/A	N/A
331	DS3 to DS1	QM3X1-X3	\$ 260.24	N/A	N/A
332					
333	Dedicated Transport Cross Connects				
334	DS1	CXCDX	0.36	N/A	N/A
335	DS3	CXCEX	\$ 0.66	N/A	N/A
336					
337	Dedicated Transport Optional Features & Functions				
338	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 351.64	N/A
339					
340	Dedicated Transport Installation & Rearrangement Charges				
341	DS1 Administration Charge - Per Order	ORCMX	N/A	\$ 322.47	N/A
342	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 527.99	N/A
343	Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 458.62	N/A
344					
345	DS3 Administration Charge - Per Order	ORCMX	N/A	\$ 251.64	N/A
346	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 562.86	N/A
347	Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A	\$ 562.86	N/A
348	Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 305.85	N/A
349	Carrier Connection Charge - Per Order	NRBDT	N/A	\$ 305.85	N/A
350					
351	Dark Fiber				
352	Dark Fiber Interoffice				
353	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$60.56	N/A	N/A

Line	INDIANA			Recurring	Non-Recurring
2	AT&T Generic Rates		USOC	Monthly	First Additional
354		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.01768	N/A N/A
355		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$2.22	N/A N/A
356	Inquiry (Per Request)				
357		Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$284.68 N/A
358					
359	FIRM ORDER (Per Fiber Strand)				
360		Administrative per Order			
361		Connect	NRB51	N/A	\$9.92 N/A
362		Disconnect	NR9H2	N/A	\$8.78 N/A
363		Connect	NRB52	N/A	\$276.79 N/A
364		Disconnect	NR9H3	N/A	\$76.07 N/A
365		Dark Fiber Interoffice Transport - NRC			
366		Connect	NRB54	N/A	\$348.47 N/A
367		Disconnect	NR9H5	N/A	\$139.55 N/A
368					
369	Routine Modifications				
370		Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB N/A
371					
372	LNP				
373	Local Number Portability /4/		NSR	\$0.00	N/A
374					
375	Maintenance of Service Charges		VRP	N/A	\$ 51.00 N/A
376					
377	OTHER				
378	DIRECTORY ASSISTANCE				
379		Directory Assistance, per call	OPEN	\$0.40	N/A N/A
380		National Directory Assistance (NDA), per call	OPEN	\$0.65	N/A N/A
381		Reverse Directory Assistance (RDA), per call	OPEN	\$0.65	N/A N/A
382		Business Category Search (BCS) / where applicable, per call	OPEN	\$0.65	N/A N/A
383		Directory Assistance Call Completion (DACC), per call	OPEN	\$0.15	N/A N/A
384					
385		OS/DA Automated Call Greeting and References / Rates			
386		Branding - Other - Initial/Subsequent Load	OPEN		\$1,800.00 \$1,800.00
387		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$0.03	N/A N/A
388		Branding - Facility Based - Initial/Subsequent Load			
389		- Branding, per trunk group	OPEN	N/A	\$ 800.00 N/A
390		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00 N/A
391		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	N/A \$ 1,500.00
392					
393	OPERATOR SERVICES				
394		Fully Automated Call Processing, per call	OPEN	\$0.15	N/A N/A
395		Operator Assisted Call Processing - All Types (Including Busy Line Verify			
396		[BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$0.03	N/A N/A
397					
398	DA Listings				
399	DA Listing License				
400		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
401		- per listing for initial load	OPEN	N/A	\$ 0.040 N/A
402		- per listing for subsequent updates	OPEN	N/A	\$ 0.060 N/A
403		Option #2 Full File (all states inclusive) Billable Release			
404		- per listing for initial load	OPEN	N/A	\$ 0.020 N/A
405		- per listing for subsequent updates	OPEN	N/A	\$ 0.030 N/A
406		- per usage/query	OPEN	N/A	\$ 0.020 N/A
407		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
408		- per listing for initial load	OPEN	N/A	\$ 0.050 N/A
409		- per listing for subsequent updates	OPEN	N/A	\$ 0.060 N/A
410		Option #4 Pick & Choose (by state) Billable Release			
411		- per listing for initial load	OPEN	N/A	\$ 0.020 N/A
412		- per listing for subsequent updates	OPEN	N/A	\$ 0.030 N/A
413		- per usage/query	OPEN	N/A	\$ 0.020 N/A
414					
415		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A N/A
416					
417	Structure Access - Poles & Ducts			Annually	
418		Poles (\$/attachment/yr.)* ##			
419		Per Foot Conduit Occupancy Fees ##		\$ 2.13	
420		Full Duct (\$/ft/yr.)		\$ 0.86	
421		Half Duct (\$/ft/yr.)		\$ 0.42	
422		Application fee	OPEN		\$ 200.00
423		Unauthorized Attachment Fee			\$500 per Pole
424		Unauthorized Occupancy Fee			\$50 per Conduit Foot
425		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
426		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
427		## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
428		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
429		New rates will be communicated to CLEC no later than November 1st for the succeeding year.			
430					
431	Emergency Number Service Access				
432		911 Selective Router Interconnection			
433		-Each DSO installed	USAGE	\$ -	\$ 665.49
434		-Analog Channel Interface	EVG9X	\$ 26.64	\$ 770.97
435		ANI/ALI/SR and Database Management			
436		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.55	\$ -
437					
438		Access Routing File, per carrier	USAGE	\$ 50.80	
439		911 Selective Router Switch Administration			
440		-Per Selective Router	USAGE	\$ 5.57	\$ 1,717.33
441					

Line	INDIANA			Recurring	Non-Recurring
2	AT&T Generic Rates		USOC	Monthly	First Additional
442	INTERCARRIER COMPENSATION				
443	LONG-TERM LOCAL BILL AND KEEP ARRANGEMENTS FOR "IN-BALANCE" SECTION 251(B)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
444	End Office Switching				
445	Set up charge, per call	USAGE	\$0.00		
446	Duration charge, per MOU	USAGE	\$0.00		
447	Tandem Switching				
448	Set up charge, per call	USAGE	\$0.00		
449	Duration charge, per MOU	USAGE	\$0.00		
450	Tandem Transport Termination, per MOU	USAGE	\$0.00		
451	Tandem Transport Facility per MOU, per Mile	USAGE	\$0.00		
452					
453	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
454					
455	Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU	USAGE	\$ 0.000700		
456					
457					
458	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				
459					
460	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to AT&T Indiana reservation of rights pertaining to that order,				
461	and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
462					
463	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				
464					
465	As of January 5, 2003, AT&T Indiana's billing systems are unable to bill this rate/rate structure in the manner AT&T Indiana intends to eventually. AT&T Indiana may adopt				
466					
467	Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.				
468					
469	RESALE				
470	BUSINESS			RECURRING	NON-RECURRING
471	LOCAL EXCHANGE SERVICE				
472	Business 1 Party	RESALE	21.46%		21.46%
473	Business - Measured	RESALE	21.46%		21.46%
474	Customer Operated Pay Telephone (COPT)	RESALE	21.46%		21.46%
475					
476	EXPANDED LOCAL CALLING				
477	Extended Area Service	RESALE	21.46%		21.46%
478					
479	VERTICAL SERVICES				
480	Anonymous Call Rejection	RESALE	21.46%		21.46%
481	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%
482	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%
483	Call Blocker	RESALE	21.46%		21.46%
484	Call Forwarding	RESALE	21.46%		21.46%
485	Call Forwarding - Busy Line	RESALE	21.46%		21.46%
486	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%
487	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%
488	Automatic CallBack (Call Return)	RESALE	21.46%		21.46%
489	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%
490	Call Trace	RESALE	21.46%		21.46%
491	Call Waiting	RESALE	21.46%		21.46%
492	Caller ID WithName (Calling Name)	RESALE	21.46%		21.46%
493	Caller ID (Calling Number)	RESALE	21.46%		21.46%
494	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	21.46%		21.46%
495	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	21.46%		21.46%
496	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%
497	Selective Call Forwarding	RESALE	0.00%		0.00%
498	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	21.46%		21.46%
499	Remote Call Forwarding-Per Feature	RESALE	21.46%		21.46%
500	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%
501	RCF, Intrastate	RESALE	21.46%		21.46%
502	RCF, Interstate, International	RESALE	21.46%		21.46%
503	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%
504	RCF to 800	RESALE	21.46%		21.46%
505	RCF Additional	RESALE	21.46%		21.46%
506	Speed Calling 8	RESALE	21.46%		21.46%
507	Speed Calling 30	RESALE	21.46%		21.46%
508	Three Way Calling	RESALE	21.46%		21.46%
509	Call Screening	RESALE	21.46%		21.46%
510	Busy Line Transfer	RESALE	21.46%		21.46%
511	Alternate Answer	RESALE	21.46%		21.46%
512	Message Waiting - Tone	RESALE	21.46%		21.46%
513	Easy Call	RESALE	21.46%		21.46%
514	Prime Number Service	RESALE	21.46%		21.46%
515	AT&T Indiana Privacy Manager	RESALE	21.46%		21.46%
516	Name and Number Delivery Service	RESALE	21.46%		21.46%
517					
518	DID				
519	DID	RESALE	21.46%		21.46%
520					
521	TRUNKS				
522	Trunk	RESALE	21.46%		21.46%
523					

Line	INDIANA				
2	AT&T Generic Rates	USOC	Recurring Monthly	Non-Recurring First	Additional
524	AIN				
525	Area Wide Networking	RESALE	21.46%	21.46%	
526	AT&T Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%	21.46%	
527	AT&T Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%	21.46%	
528					
529	OTHER				
530	Grandfathered Services	RESALE	0.00%	0.00%	
531	Promotions (Greater than 90 days)	RESALE	21.46%	21.46%	
532	TouchTone (Business)	RESALE	21.46%	21.46%	
533	TouchTone (Trunk)	RESALE	21.46%	21.46%	
534	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
535	976 (976 Information Delivery Service)	RESALE	0%	0%	
536	Access Services (See Access Tariff)	RESALE	0%	0%	
537	Additional Directory Listings	RESALE	21.46%	21.46%	
538	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
539	Connection Services	RESALE	21.46%	21.46%	
540	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
541	Shared Tenant Service	RESALE	0%	0%	
542	Restoral of Service Charge	RESALE	0%	21.46%	
543	Data Services				
544	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%	21.46%	
545	PBX Trunks	RESALE	21.46%	21.46%	
546	Mult-Service Optical Network (MON)	RESALE	21.46%	21.46%	
547	OCn-PTP	RESALE	21.46%	21.46%	
548	ADTS-E	RESALE	21.46%	21.46%	
549	DS0	RESALE	21.46%	21.46%	
550	DS1	RESALE	21.46%	21.46%	
551	DS3	RESALE	21.46%	21.46%	
552					
553	ISDN				
554	ISDN	RESALE	21.46%	21.46%	
555					
556	DIRECTORY ASSISTANCE / OPERATOR SERVICES				
557	Local Directory Assistance	RESALE	21.46%		
558	Local Operator Assistance Service	RESALE	21.46%		
559					
560	National Directory Assistance (NDA), per call	OPEN	\$0.65	N/A	N/A
561	Reverse Directory Assistance (RDA), per call	OPEN	\$0.65	N/A	N/A
562	Business Category Search (BCS) / where applicable, per call	OPEN	\$0.65	N/A	N/A
563	Directory Assistance Call Completion (DACC), per call	OPEN	\$0.15	N/A	N/A
564					
565	OS/DA Automated Call Greeting and References / Rates				
566	Branding - Other - Initial/Subsequent Load	OPEN		\$1,800.00	\$1,800.00
567	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$0.03	N/A	N/A
568	Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	N/A
569	Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00	N/A
570					
571	TOLL				
572	TOLL	RESALE	21.46%	21.46%	
573					
574	OPTIONAL TOLL CALLING PLANS				
575	Optional Toll Calling Plans	RESALE	21.46%	21.46%	
576					
577	CENTREX (PLEXAR)				
578	AT&T Indiana Centrex Service ACS	RESALE	21.46%	21.46%	
579	AT&T Indiana Centrex Network Manager	RESALE	0.00%	0.00%	
580					
581	PRIVATE LINE				
582	Analog Private Lines	RESALE	21.46%	21.46%	
583	Private Line Channel Services	RESALE	21.46%	21.46%	
584					
585	RESIDENCE				
586	LOCAL EXCHANGE SERVICE				
587	Life Line	RESALE	0.00%	0.00%	
588	Residence 1 Party	RESALE	21.46%	21.46%	
589	Residence Measured	RESALE	21.46%	21.46%	
590					
591	EXPANDED LOCAL CALLING				
592	Extended Area Service	RESALE	21.46%	21.46%	
593	VERTICAL SERVICES				
594	Anonymous Call Rejection	RESALE	21.46%	21.46%	
595	Repeat Dialing (Auto Redial)	RESALE	21.46%	21.46%	
596	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%	21.46%	
597	Call Blocker	RESALE	21.46%	21.46%	
598	Call Forwarding	RESALE	21.46%	21.46%	
599	Call Forwarding - Busy Line	RESALE	21.46%	21.46%	
600	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%	21.46%	
601	Call Forwarding - Don't Answer	RESALE	21.46%	21.46%	
602	Automatic Call-Back (Call Return)	RESALE	21.46%	21.46%	
603	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	21.46%	21.46%	
604	Call Trace	RESALE	21.46%	21.46%	
605	Call Waiting	RESALE	21.46%	21.46%	
606	Caller ID with Name (Calling Name)	RESALE	21.46%	21.46%	
607	Caller ID (Calling Number)	RESALE	21.46%	21.46%	
608	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	21.46%	21.46%	
609	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	21.46%	21.46%	
610	Remote Access to Call Forwarding (GF)	RESALE	21.46%	21.46%	
611	RCF, Interstate, Interexchange	RESALE	21.46%	21.46%	

Line	INDIANA				
2	AT&T Generic Rates	USOC	Recurring Monthly		Non-Recurring First Additional
612	RCF, Intrastate	RESALE	21.46%		21.46%
613	RCF, Interstate, International	RESALE	21.46%		21.46%
614	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%
615	RCF to 800	RESALE	21.46%		21.46%
616	RCF Additional	RESALE	21.46%		21.46%
617	Selective Call Forwarding	RESALE	21.46%		21.46%
618	Speed Calling 8	RESALE	21.46%		21.46%
619	Three Way Calling	RESALE	21.46%		21.46%
620	Call Screening	RESALE	21.46%		21.46%
621	Busy Line Transfer	RESALE	21.46%		21.46%
622	Alternate Answer	RESALE	21.46%		21.46%
623	Message Waiting - Tone	RESALE	21.46%		21.46%
624	Easy Call	RESALE	21.46%		21.46%
625	AT&T Indiana Privacy Manager	RESALE	21.46%		21.46%
626	Name and Number Delivery Service	RESALE	21.46%		21.46%
627					
628	ISDN				
629	ISDN	RESALE	21.46%		21.46%
630					
631	OTHER				
632	Grandfathered Services	RESALE	0.00%		0.00%
633	Promotions (Greater than 90 Days)	RESALE	21.46%		21.46%
634	TouchTone	RESALE	21.46%		21.46%
635	Home Services Packages	RESALE	21.46%		21.46%
636	900/976 Call Blocking (900/976 Call Restriction)	RESALE	21.46%		21.46%
637	976 (976 Information Delivery Service)	RESALE	21.46%		21.46%
638	Access Services (See Access Tariff)	RESALE	0%		0%
639	Additional Directory Listings	RESALE	21.46%		21.46%
640	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	21.46%		21.46%
641	Connection Services	RESALE	21.46%		21.46%
642	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%
643	Shared Tenant Service	RESALE	0%		0%
644					
645	TOLL				
646	Custom and Dedicated 800 Service (Home 800)	RESALE	21.46%		21.46%
647	IntraLATA MTS	RESALE	21.46%		21.46%
648	Toll Restriction	RESALE	21.46%		21.46%
649					
650	Electronic Billing Information Data (daily usage)	RESALE	\$0.00		
651	per message				
652					
653	Line Connection Charge				
654	Residence	RESALE			2146%
655	Business	RESALE			2146%
656					
657	Service Order/Service Request Charge				
658	Residence	RESALE			2146%
659	Business	RESALE			2146%
660					
661	Non-Electronic (Manual) Service Order Charge				
662	Residence	RESALE			\$9.02
663	Business	RESALE			\$9.02

AT&T INDIANA
SECTION 271 REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T INDIANA will report performance to YMax Communications Corp. (CLEC) and compare that performance to AT&T INDIANA's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 AT&T INDIANA agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T INDIANA Performance Measurement User Guide. AT&T INDIANA will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. AT&T INDIANA further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 AT&T INDIANA will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T INDIANA on or before the last day of the month for which data is sought, AT&T INDIANA shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T INDIANA after the last day of the month for which data is sought, AT&T INDIANA shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 AT&T INDIANA will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T INDIANA retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T INDIANA agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T INDIANA retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T INDIANA retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T INDIANA's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both AT&T INDIANA and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

AT&T INDIANA will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}})]$
 $\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [\rho(1 - \rho)] / n_{\text{ILEC}} + [\rho(1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to AT&T INDIANA performance and for which the number of data points are 29 or less for either the CLEC or AT&T INDIANA, AT&T INDIANA will apply the following alternatives for compliance.
 - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T INDIANA Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

AT&T INDIANA applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 AT&T INDIANA and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

AT&T INDIANA agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 AT&T INDIANA will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 The AT&T Indiana Section 271 Remedy Plan shall be available for adoption by any CLEC pursuant to Section 252(i) of the Act. AT&T INDIANA will not be liable for the payment of Tier 1 damages until 10 days after receipt by AT&T INDIANA of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and AT&T INDIANA, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by AT&T INDIANA of the self-identification form posted on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. AT&T INDIANA will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T INDIANA have signed.

- 5.5 AT&T INDIANA will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), AT&T INDIANA will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 AT&T INDIANA agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, AT&T INDIANA and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T INDIANA and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T INDIANA's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T INDIANA and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T INDIANA's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T INDIANA has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T INDIANA's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that AT&T INDIANA's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by AT&T INDIANA under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T INDIANA seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T INDIANA has met or continues to meet the requirements of section 271 of the Act.
- 6.3 AT&T INDIANA shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with AT&T INDIANA, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Proposed modifications by a party or parties to: (1) the AT&T Indiana Section 271 Remedy Plan, (2) any attachments to that Plan, and/or (3) the AT&T Midwest Performance Measurement User Guide (Appendix 1 to this document) should first be raised in the regional six-month review meetings, or in Indiana-specific performance measure or remedy plan collaborative workshops or conference calls prior to the party of

parties seeking approval of the modifications from the Commission. This does not preclude the Commission ordering, or the Commission staff requesting, on its own motion, changes to the PM User Guide. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement. The AT&T Indiana Section 271 Remedy Plan is under the oversight and control of the Commission; agreed-upon or disputed proposals for modifications to the AT&T Indiana Section 271 Remedy Plan or the PM User Guide must be approved by the Commission in order to take effect.

- 6.5 CLEC and AT&T INDIANA will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T INDIANA will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T INDIANA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, AT&T INDIANA shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. AT&T INDIANA agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 AT&T INDIANA agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by AT&T INDIANA and approved by the Commission will conduct these audits at AT&T INDIANA's expense.
- 6.7 The term of the AT&T Indiana Section 271 Remedy Plan is indefinite. Expiration of the AT&T Indiana Section 271 Remedy Plan shall require approval by the Commission.

7.0 Exclusions Limited

- 7.1 AT&T INDIANA will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless AT&T INDIANA prevails in a waiver of liability filed with the Commission seeking expedited resolution. AT&T INDIANA bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. AT&T INDIANA will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends AT&T INDIANA's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T INDIANA's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, AT&T INDIANA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T INDIANA or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

- 7.3 In any event where AT&T INDIANA believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T INDIANA or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T INDIANA shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T INDIANA prevails. If AT&T INDIANA does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. AT&T INDIANA shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T INDIANA will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 AT&T INDIANA and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Indiana interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T INDIANA pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T INDIANA, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by AT&T INDIANA under all AT&T INDIANA interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all AT&T INDIANA interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but AT&T INDIANA has paid less than that amount due to the monthly threshold, AT&T INDIANA shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, AT&T INDIANA shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever AT&T INDIANA Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then AT&T INDIANA may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T INDIANA must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, AT&T INDIANA must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. AT&T INDIANA's application will be processed in an expedited manner under the process set forth in the Procedural Rules. AT&T INDIANA will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If AT&T INDIANA reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T INDIANA has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that AT&T INDIANA should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to

demonstrate why AT&T INDIANA should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 AT&T INDIANA's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T INDIANA for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 AT&T INDIANA will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, AT&T INDIANA or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
 - 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when AT&T INDIANA delivers "non-compliant" performance as defined in Section 3 above.
 - 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which AT&T INDIANA has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T INDIANA met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
 - 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance AT&T INDIANA provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require AT&T INDIANA to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if AT&T INDIANA was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T INDIANA will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, AT&T INDIANA will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T INDIANA provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 AT&T INDIANA is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T INDIANA to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T INDIANA will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, AT&T INDIANA will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that AT&T INDIANA underpaid liquidated damages due a CLEC, or assessments due the State, AT&T INDIANA will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that AT&T INDIANA overpaid, current

and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 AT&T INDIANA shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes AT&T INDIANA for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, AT&T INDIANA will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000

74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when AT&T INDIANA and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the

Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If AT&T INDIANA fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If AT&T INDIANA alters previously reported data for a CLEC, and after discussions with AT&T INDIANA the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When AT&T INDIANA performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T INDIANA shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T INDIANA performance through March is such that AT&T INDIANA owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T INDIANA fails to pay the required amount, AT&T INDIANA will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 AT&T INDIANA may not withhold payment of liquidated damages to a CLEC unless AT&T INDIANA has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T INDIANA.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor

applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T INDIANA reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – AT&T INDIANA Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, AT&T INDIANA will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;

- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent AT&T INDIANA Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for AT&T INDIANA Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if AT&T INDIANA fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where AT&T INDIANA has failed to provide parity or benchmark performance for 3 consecutive months. If AT&T INDIANA fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then AT&T INDIANA shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

- Appendix 1: Performance Measurement Business Rules (Indiana) (a document available from CLEC Account Managers or found on the AT&T INDIANA Performance Measurement website)
- Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
- Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – AT&T INDIANA Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

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Pre-Ordering/Ordering

1.1 Average Response Time for Manual Loop Make-Up Information					
Definition:					
The average time required to provide manual loop qualification for DSL capable loops measured in business days.					
Exclusions:					
Manual request for loop makeup information not initiated by the CLEC. However, manual loop makeup requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.					
Business Rules:					
The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC. For Manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual system.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
Σ(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received) ÷ Total loop qualifications			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
Parity with SBC/Ameritech Affiliate					

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Reporting of PM 1.2 Suspended Upon Implementation of PM 1.3 – Deletion of PM 1.2 To Be Addressed At Next Six-Month Review

1.2 Accuracy of Actual Loop Makeup Information Provided for DSL Orders						
Definition:						
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.						
Exclusions:						
None						
Business Rules:						
This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.						
Levels of Disaggregation:						
DSL actual Loop Makeup Information provided: Manually Electronically						
Calculation:				Report Structure:		
(# of orders for which Loop makeup information provided by AIT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100				Reported on a CLEC, all CLECs, AIT Affiliate basis by interface for EDI, or manually, depending on method of provision of actual loop makeup information.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with Ameritech DSL Affiliate NOTE: Reporting of results, and payment of any remedies or assessments due, are to be suspended upon implementation of PM 1.3. No results will be calculated and no remedies or assessments will be calculated or paid.						

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New Performance Measure

1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders	
Definition:	
The percent of DSL orders provisioned based upon accurate information from an SBC Ameritech loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.	
Exclusions:	
Circuits that require conditioning if originally ordered YZP or 'AS IS' based on accurate loop makeup information.	

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Business Rules:

This measure assesses whether SBC Ameritech is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by SBC Ameritech in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

Loop Length:

YZP/AS IS:

If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, SBC will count this Loop Makeup as inaccurate.

Standard Ordering (Non YZP/AS IS):

When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, SBC will consider this an inaccurate LMU.

Bridge/Load/Repeater:

YZP/AS IS:

If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, SBC will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, SBC will consider such record inaccurate.

Standard Ordering (Non YZP/AS IS):

If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, SBC will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exist when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC code to reflect the LMU of the loop actually available for provisioning),
- An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which jeopardies are returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report requiring conditioning to be added, and without a subsequent conditioning only order being required.

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Levels of Disaggregation:					
DSL actual Loop Makeup Information provided: Manually <ul style="list-style-type: none">Standard Ordering (Non YZP/AS IS)YZP/AS IS Loop length onlyYZP/AS IS-bridge/load/repeaters (Diagnostic only) Electronically <ul style="list-style-type: none">Standard Ordering (Non YZP/AS IS)YZP/AS IS Loop length onlyYZP/AS IS-bridge/load/repeaters (Diagnostic only)					
Calculation:			Report Structure:		
(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
YZP/AS IS: Parity with SBC/Ameritech DSL Affiliate Standard Ordering (Non-YZP/AS IS): 95% Benchmark Tier 1/Tier 2 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.					

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2. Percent Responses Received within “X” seconds – OSS Interfaces	
Definition:	
The percent of responses completed in “x” seconds for pre-order interfaces (WebVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
<p>Timestamps for the interfaces (WebVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (WebVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC On-line website.</p> <p>https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls</p> <p>For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.</p> <p>If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Address Verification • Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions) • Customer Service Inquiry (CSI) <= 30 WTNs (Also broken down for Lines as required for DIDs). • Customer Service Inquiry (CSI) > 30 WTNs/lines • Service Availability • Service Appointment Scheduling (Due Date) • Dispatch Required • PIC • Actual Loop Makeup Information requested • Design Loop Makeup Information requested (includes Pre-Qual transactions) • Protocol translation time – EDI (includes input and output times) • Protocol translation time – CORBA (includes input and output times) • Protocol translation time – Web Verigate (includes input and output times) 	
Calculation:	Report Structure:

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(# of responses within each time interval ÷ total responses) * 100	Reported for a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its' affiliate), by interface.				
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
No damages will apply to the Protocol Translation Times for Web Verigate. No damages apply to the disaggregation for CSIs with greater than 30 WTNs/lines. Critical z-value does not apply.					
Measurement			Web Verigate, EDI and CORBA		
Address Verification			95% in <= 10 seconds		
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)			95% in <= 10 seconds		
Customer Service Inquiry < or = 30 WTNs/lines			95% in <= 15 seconds		
Customer Service Inquiry > 30 WTNs/lines			95% in <= 60 seconds diagnostic		
Service Availability			95% in <= 13 seconds		
Service Appointment Scheduling (Due Date)			95% in <= 5 seconds		
Dispatch Required			95% in <= 19 seconds		
PIC			95% in <= 25 seconds		
Actual Loop Makeup Information requested (5 or less loops searched)			95% in <= 30 seconds		
Actual Loop Makeup Information requested (greater than 5 loops searched)			95% in <= 60 seconds		
Design Loop Makeup Information requested (includes Pre-Qual transactions)			95% in <= 15 seconds		
Protocol Translation Time – EDI (input and output)			95% in <= 4 seconds		
Protocol Translation Time – CORBA (input and output)			95% in <= 1 seconds		
Protocol Translation Time – Web Verigate (input and output)			95% in <= 1 second diagnostic		

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4. OSS Interface Availability
Definition:
Percent of time OSS interface is available compared to scheduled availability.
Exclusions:
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
Business Rules:
<p>The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which SBC/Ameritech plans to offer and support CLEC access to SBC/Ameritech’s operational support systems (OSS) functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the SBC/Ameritech interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent System Availability” measure. (SBC/Ameritech will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)).</p> <p>When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SBC/Ameritech’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SBC/Ameritech shall calculate the availability time rounded to the nearest minute.</p>
Levels of Disaggregation:
<ul style="list-style-type: none">• TCNET (only through retirement)• EBTA• EBTA GUI• BOP-GUI (as it is implemented in the SBC/Ameritech region)• Web LEX <p>EDI Ordering Protocols</p> <ul style="list-style-type: none">• EDI VAN• EDI SSL3• NDM <ul style="list-style-type: none">• Web Verigate• Web Toolbar• ARAF• EDI Pre-order• CORBA Pre-order

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Calculation:		Report Structure:			
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).		.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High
Benchmark:					
99.5%. The critical-z allowance does not apply on this measurement .					

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5. Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) service requests.
- SBC/Ameritech retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>.
and
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is

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excluded from the calculation.

- If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
 - Where If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
 - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
 - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
 - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
 - The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the Start time for the FOC is the

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date and time the loop makeup information is available in the Loop Qual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

Manually and Electronically Submitted Requests:

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until Ameritech institutes a reject process for these type orders.

Levels of Disaggregation:

Manually Submitted Requests:

- Simple Res. And Bus. < 24 Clock Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) < 24 Clock Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports < 24 Clock Hours
- CIA Centrex (1-200 Lines) < 24 Clock Hours
- CIA Centrex (>200 Lines) < 48 Clock Hours
- UNE P Simple Res and Bus < 24 Clock Hours
- UNE P Complex Business (1-200 Lines) < 24 Clock Hours
- UNE P Complex Business (>200 Lines) < 48 Clock Hours
- UNE xDSL Capable Loop (1-49 Loops) < 24 Clock Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Clock Hours
- Line Sharing (1-49 Loops) < 24 Clock Hours
- Line Sharing (>49 Loops) < 48 Clock Hours
- Simple Residence and Business LNP Only (1-19 Lines) < 24 Clock Hours
- LNP with Loop (1-19 Loops) < 24 Clock Hours
- Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
- LNP with Loop (>19 Loops) < 48 Clock Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (>19 Lines) < 48 Clock Hours

Electronically Submitted Requests:

- Simple Res. And Bus. – Manually Processed < 5 Business Hours
- Simple Res. And Bus. – Electronically Processed < 2 Business Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) – Manually Processed < 5 Business Hours
- UNE Loop (1-49 Loops) – Electronically Processed < 2 Business Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports Manually Processed < 5 Business Hours
- Switch Ports Electronically Processed < 2 Business Hours
- Unbundled Local (Dedicated) Transport-DS1 < 1 Business Day

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Unbundled Local (Dedicated) Transport-DS3 < 5 Business Days
 CIA Centrex (1-200 Lines) < 24 Clock Hours
 CIA Centrex (>200 Lines) < 48 Clock Hours
 UNE P Simple Res and Bus – Manually Processed < 5 Business Hours
 UNE P Simple Res and Bus – Electronically Processed < 2 Business Hours
 UNE P Complex Business (1-200 Lines) < 24 Clock Hours
 UNE P Complex Business (>200 Lines) < 48 Clock Hours
 UNE xDSL Capable Loop (1-19 Loops) < 6 Business Hours
 UNE xDSL Capable Loop (> 19 Loops) < 14 Business Hours
 Line Sharing (1-49 Loops) < 6 Business Hours
 Line Sharing (>49 Loops) < 14 Business Hours
 Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed < 2 Business Hours
 Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed < 5 Business Hours
 LNP with Loop (1-19 Loops) Manually Processed < 5 Business Hours
 LNP with Loop (1-19 Loops) Electronically Processed < 2 Business Hours
 Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
 LNP with Loop (>19 Loops) < 48 Clock Hours
 LNP Complex Business (1-19 Lines) < 24 Clock Hours
 LNP Complex Business (>19 Lines) < 48 Clock Hours
 EELs - diagnostic

Manually and Electronically Submitted Requests:

Interconnection Trunks (< 5 DS1) < 6 days
 Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

NOTE: Orders are measured according to how the Service Order was received via SBC/Ameritech (i.e. electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardizes.

Calculation:		Report Structure:			
# of FOCs returned within “X” hours/days ÷ total FOCs sent) * 100		Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
<ul style="list-style-type: none">• Tail remedies will be paid at the Tier 1 level only.• Tail remedies do not apply to the electronic-electronic disaggregations.					
Orders that were included in the tail calculation, but met the FOC benchmark, shall not be included as occurrences subject to tail remedies.					

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Benchmark:

- All disaggregations – 95%; except
Complex Bus - 94%,
UNE Loop > 49 Loops - 94%,
Manually submitted UNE xDSL Capable Loop (1-49 Loops) - 94%, and
Manually submitted Line Sharing (1-49 Loops) – 94%
- The Average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark.
- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- EELs are diagnostic until the next six-month review.

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5.2 Percentage of Unsolicited FOCs by Reason Code	
Definition:	
The number of Unsolicited FOCs sent to the CLECs generally categorized by reason codes identified in the levels of disaggregations, divided by Total Unsolicited FOCs	
Exclusions:	
CLEC Caused Errors	
Business Rules:	
This measure reports on the breakdown, by general Reason Code category, of the various Unsolicited FOCs that are sent to the CLEC.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Cancel Customer Order • Add Service Order Number and or Line • Cancel Service Order • Service Order Due Date Change • Service Order Line Change 	
Calculation:	Report Structure:
(Total Number of Unsolicited FOCs per general category ÷ Total # of Unsolicited FOCs) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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6. Average Time To Return FOC

Definition:

The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- SBC/Ameritech retail disconnect orders conjunction with wholesale migrations.
- Rejected (manual and electronic) service requests.
- Rejected (manual and electronic) service requests.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>
and
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the the next business day. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
 - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt

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date/time of the LSR.

- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
 - If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
 - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
 - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
 - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
 - Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

Manual service order requests are those initiated via the CLEC by fax. The receive date and times are recorded and input on each service order in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC via EDI-to-Fax.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the LoopQual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR

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(CLEC did not request manual loop makeup information), the Start time for the FOC is the date and time the loop makeup information is available in the LoopQual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until SBC/Ameritech institutes a reject process for these type orders.

Measurement is disaggregated according to product type and order size only, and includes orders submitted either electronically or manually.

Levels of Disaggregation:

Manually Submitted Requests:

- Simple Res. And Bus.
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops)
- UNE Loop (>49 Loops)
- Switch Ports
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus.
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-49 Loops)
- UNE xDSL Capable Loop (> 49 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines)
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)

Electronically Submitted Requests:

- Simple Res. And Bus. – Electronically Processed
- Simple Res. And Bus. – Manually Processed
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops) – Electronically Processed
- UNE Loop (1-49 Loops) – Manually Processed
- UNE Loop (>49 Loops)

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- Switch Ports Electronically Processed
- Switch Ports Manually Processed
- Unbundled Local (Dedicated) Transport-DS1 <1 Business Day
- Unbundled Local (Dedicated) Transport-DS3 <5 Business Days
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus. – Electronically Processed
- UNE P Simple Res. And Bus. – Manually Processed
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-19 Loops)
- UNE xDSL Capable Loop (> 19 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed
- Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)
- EELs

Manually and Electronically Submitted Requests:

- Interconnection Trunks (<5 DS1)
- Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project

Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})] \div \text{Total FOCs}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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7. Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems	
Definition:	
Percent mechanized completions sent/made available to the CLEC within one hour of completion.	
Exclusions:	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
Business Rules:	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system, to the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of mechanized completions sent/made available to CLEC within 1 hour ÷ total mechanized completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
97% for IN, MI, OH, WI, IL	

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7.1 Percent Mechanized Completions Returned Within One Day Of Work Completion					
Definition:					
Percent mechanized completions sent/made available within one day.					
Exclusions:					
<ul style="list-style-type: none">Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.CLEC-caused misses and delays					
Business Rules:					
Days are calculated by subtracting the date the completion notification was sent/made available to the CLEC minus the work completion date. The calculation is based on system processing days. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls					
Levels of Disaggregation:					
<ul style="list-style-type: none">ResaleUNEsUNE-PLNP Only					
Calculation:			Report Structure:		
(# of mechanized completions sent/made available to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
97% for IN, MI, OH, WI, IL					

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8. Average Time to Return Mechanized Completions	
Definition:	
Average time required to send/make available a mechanized completion to a CLEC.	
Exclusions:	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
Business Rules:	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system and the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNEs • UNE-P 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of Notice Of Completion sent/made available to the CLEC}) - (\text{Date and Time the last order is completed in the LSR system})] \div \text{Total Mechanized Completions}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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9. Percent Rejects	
Definition:	
The number of rejects compared to the issued orders for orders submitted via the electronic interfaces	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time. Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. <p>(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.).</p>	
Business Rules:	
A rejected order does not pass edit checks or other edits prior to the order being distributed. This measure includes all orders that are submitted through an electronic interface, regardless of whether the order was processed electronically or manually.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> CLEC Caused Reject SBC/Ameritech Caused Rejects (Re-flowed Orders) 	
Calculation:	Report Structure:
(# of rejects ÷ total unique orders and supplements for electronic interfaces) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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10. Percent Rejects Returned Within “X” Hours					
Definition:					
Percent rejects returned within “X” Hours.					
Exclusions:					
<ul style="list-style-type: none">Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s Performance shall not include Service Bureau Provider processing, availability or response time.Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. <p>(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)</p>					
Business Rules:					
The start time used is the date and time the LSR is received. The end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.					
Levels of Disaggregation:					
<ul style="list-style-type: none">Mechanized Rejects (A/A)Manual Rejects Received Electronically (A/M)Manual Rejects Received Manually (M/M)					
Calculation:			Report Structure:		
(# of rejects sent/made available within “X” Hours ÷ total rejects) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None
With Remedy Cap					
Benchmark:					
95% Mechanized Rejects within 2 Hours					
95% Manual Rejects Received Electronically within 8 Hours					
95% Manual Rejects Received Manually within 24 Hours					

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10.4 Percentage of Orders Given Jeopardy Notices	
Definition:	
Percentage of orders given jeopardy notices measures the number of orders for which jeopardy notices are sent to customers as a percentage of the total number of orders due in the calendar month.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC End User-Initiated Jeopardy Codes. • Service orders that fall into, or are completed thru, the FMOD process. 	
Business Rules:	
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's confirmed due date is in jeopardy of being missed. Unsolicited FOCs will be counted as Jeopardies.	
Levels of Disaggregation:	
Resale POTS <ul style="list-style-type: none"> • Field Work (FW) • Non-Field Work (NFW) Resale Specials <ul style="list-style-type: none"> • Field Work (FW) • Non-Field Work (NFW) Unbundled Loops <ul style="list-style-type: none"> • Field Work (FW) • Non-Field Work (NFW) UNE-P <ul style="list-style-type: none"> • Field Work (FW) • Non-Field Work (NFW) 	
Calculation:	Report Structure:
$\left[\frac{(\# \text{ of orders receiving jeopardy notices})}{(\text{Total orders due in the calendar month})} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Not to exceed 5% of orders given jeopardy notices.	

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11. Mean Time to Return Mechanized Rejects	
Definition:	
Average time required to send/make available a mechanized reject.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time. <p>Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls.</p> <p>(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)</p>	
Business Rules:	
<p>The start time used is the date and time the reject is sent/made available to the Local Service Request (LSR) processing system, and the end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Mechanized Rejects (A/A) Manual Rejects Received Electronically (A/M) Manual Rejects Received Manually (M/M) 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time reject sent/made available}) - (\text{Date and Time of Order receipt})] \div \text{total rejects}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
Diagnostic	

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12. Mechanized Provisioning Accuracy						
Definition:						
Percent of mechanized orders completed as ordered.						
Exclusions:						
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.						
Business Rules:						
This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of orders completed as ordered ÷ total orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
Parity						

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13. Order Process Percent Flow Through						
Definition:						
Percent of orders from receipt to distribution that progress mechanically through to SBC/Ameritech provisioning systems.						
Exclusions:						
<ul style="list-style-type: none">• Orders both electronically generated and rejected if error is caused by CLEC.• Manually received orders• Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.						
Business Rules:						
The number of eligible orders, that flow through SBC/Ameritech’s ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• UNE Loops• Resale• UNE-P• LNP• LSNP• Line Sharing						
Calculation:			Report Structure:			
(# of orders that flow through ÷ total eligible electronic orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% for UNE Loops; Parity with SBC/Ameritech Retail for other disaggregations.						

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13.1 Total Order Process Percent Flow Through	
Definition:	
Percent of EDI orders from entry to distribution that progress through SBC/Ameritech ordering systems without manual intervention.	
Exclusions:	
Excludes rejected orders	
Business Rules:	
The number of orders that flow through SBC/Ameritech's ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE Loops • LNP • LSNP • UNE-P • Line Sharing 	
Calculation:	Report Structure:
(# of orders that flow through ÷ total orders) * 100	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Billing

14. Billing Accuracy	
Definition:	
SBC/Ameritech performs audits on three billing systems: ACIS (Retail), RBS (Wholesale) and CABS (Access) to ensure the accuracy of the bills rendered to its customers.	
Exclusions:	
None	
Business Rules:	
The purpose of these audits is to review and recalculate for services billed in the five states. This is to ensure that monthly bills sent to the CLECs, and retail customers are rated accurately according to the billing tables. This is performed by extracting recurring, non-recurring, and usage elements from the above listed billing systems and comparing the billed elements to expected results. For all validations performed, the number of elements that have been released prior to correction (bills are audited for accurate calculations) are counted as an error against the total elements audited.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale Monthly Recurring/Non-recurring • Resale Usage/Unbundled Local Switching • Other Unbundled Network Elements 	
Calculation:	Report Structure:
(# of elements not corrected prior to bill release ÷ total elements audited) * 100	Reported for the aggregate of all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. Reported on an SBC/Ameritech Company basis.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
<u>Parity</u>	<u>Retail Comparison</u>
1. Resale Monthly Recurring/Non-Recurring	Retail
2. Resale Usage/Unbundled Local Switching	Retail
3. Other Unbundled Network Elements	Access

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15. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT						
Definition:						
The percent of monthly bills sent to the CLECs via the mechanized process that are accurate and complete.						
Exclusions:						
None						
Business Rules:						
Billing accuracy is based upon many factors including: totaling, formatting, content and syntax. The EDI disaggregation includes all mechanized bills that are not BDT.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• EDI• BDT						
Calculation:			Report Structure:			
(# of accurate and complete formatted bills ÷ total bills) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
99%						

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16. Percent of Usage Records Transmitted Correctly						
Definition:						
The percent of usage records transmitted correctly on the Daily Usage extract feed.						
Exclusions:						
CLEC-caused errors.						
Business Rules:						
Controls and edits within the billing process uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month. The usage records retransmitted due to SBC/Ameritech caused errors are counted in this measure.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of usage records transmitted correctly ÷ total usage records transmitted) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
95%						

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17. Billing Completeness						
Definition:						
Percent of on-time service orders that post to Billing within a designated interval.						
Exclusions:						
<ul style="list-style-type: none">• Feature Group A• Feature Group B• Feature Group D• Wireless						
Business Rules:						
A service order is considered completed for Billing when the service order is posted in the Billing systems. Service orders are measured from service order completion in the Ordering system to bill posting in the Billing system. All other orders will be considered on time if posted within the first bill cycle following order completion.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Lineshare• UNE-P• Resale• All Other Products(UNE, EOI, ULT, EELs)						
Calculation:			Report Structure:			
(# of on time posted billing orders in report month ÷ total billing orders in report month) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with SBC/Ameritech Retail for UNE-P, Resale, and All Other Products. Parity with SBC/Ameritech Affiliate for the Lineshare disaggregation.						

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18. Billing Timeliness (Wholesale Bill)						
Definition:						
Billing Timeliness measures the length of time from the wholesale billing date (end of billing period) to the time it is transmitted to the CLEC.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The date sent is used to gather the data for the reporting period. The measure compares the date sent for the bill to the send due date. The send due date is six business days after the wholesale bill period. For example, a CLEC with a wholesale billing date of Monday the 1 st , the transmission due date would be on the following Monday, the 8 th assuming no weekday holidays.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Electronic.• Paper						
Calculation:			Report Structure:			
(# of bills transmitted on time ÷ total bills released) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within 6 th workday for IL, IN, MI, OH, WI.						

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19. Daily Usage Feed Timeliness	
Definition:	
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of usage records transmitted on time ÷ total usage records) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
95% within 6 th workday	

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20. Unbillable Usage	
Definition:	
The percent usage data that is unbillable.	
Exclusions:	
None	
Business Rules:	
The total dollars written off by MEC (Message Error Correction) and the total value of unbillable, unrated AMA messages are divided by the total billed revenue in the calendar month.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Total unbillable revenue ÷ total billed revenue) * 100	Reported on an SBC/Ameritech Company basis (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	
Definition:	
The average time a customer is placed on hold after the LSC has directed the call to a specific person or group.	
Exclusions:	
Weekends and Holidays	
Business Rules:	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
Levels of Disaggregation:	
<ul style="list-style-type: none">• Resale• UNE• DSL• UNE-P	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LSC for all CLECs (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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22. Local Service Center (LSC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when a SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LSC Hours of operation are posted on the Internet.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Resale• UNE• DSL• UNE-P						
Calculation:			Report Structure:			
# of calls answered by the LSC within a specified period of time ÷ Total calls answered			Reported for LSC and SBC/Ameritech . Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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New Performance Measure

22.1 Mechanized Customer Production Support Center (MCPSC) Grade Of Service (GOS)	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the Ameritech region	
Exclusions:	
<ul style="list-style-type: none"> • Weekends • Holidays • Outside normal business hours as defined in CLEC On-Line 	
Business Rules:	
The clock starts when the CLEC enters the queue and the clock stops when an MCPSC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to MCPSC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls to the selected regional option answered by the MCPSC.	Reported for Ameritech only on a regional basis.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic until the next six-month review.	

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24.1 Average Time Placed on Hold at LOC	
Definition:	
The average time a customer is placed on hold after the LOC has directed the call to a specific person or group.	
Exclusions:	
Weekends and Holidays	
Business Rules:	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE • Lineshare 	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LOC for all CLECs (aggregated)
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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25. Local Operations Center (LOC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when the SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LOC hours of operation are posted on the Internet.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• DSL Calls• All Other Calls						
Calculation:			Report Structure:			
# of calls answered by the LOC within a specified period of time ÷ total calls answered			Reported for LOC and SBC/Ameritech. Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

RESALE POTS AND UNE LOOP AND PORT COMBINATIONS

Provisioning - Resale POTS

27. Mean Installation Interval
Definition:
Average business days from application date to completion date for N, T, C orders.
Exclusions:
<ul style="list-style-type: none"> • CLEC caused and/or end-user caused misses. • Field Work orders – excludes customer requested due dates beyond the offer date. • No Field Work orders – excluded if order applied for before 3:00 p.m. and the due date requested is not same day; and if order applied for after 3:00 p.m. and the due date requested is beyond the next business day. • CIA Centrex excluded if customer requested due dates greater than 5 business days. • Orders that are not N, T, and C orders. • Orders where CLECs are charged expedite charges • UNE-P Orders if included in a project (order >250 lines, circuits and/or telephone numbers, or mutually agreed to)
Business Rules:
<p>The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order except in the case of a manually submitted order (facsimile, US Mail, or other hard-copy delivery service), when the clock starts at FOC date/time. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

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Levels of Disaggregation:	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • CIA Centrex <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) <p>UNE-P</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) 	
Calculation:	Report Structure:
$\frac{[\sum(\text{Completion date} - \text{application date})]}{(\text{Total orders completed})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
<p>Resale POTS Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</p> <p>UNE-P Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</p> <p>CIA Centrex Field Work Parity compared to Ameritech Centrex Field Work (N, T, C order types) and No Field Work compared to a 4-day interval.</p>	

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28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date

Definition:

Measure of orders completed within the customer requested due date when that date is later than or equal to the offered due date/interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech. .

Exclusions:

- CLEC caused and/or end-user caused misses.
- All orders except N, T, and C orders. Orders where CLECs are charged expedite charges
- Facility misses as counted in PM 30.

Business Rules:

The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service, order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Due dates for Field Work orders are determined by the company offered interval at the time that the order is received, unless an expedite has been accepted by SBC/Ameritech. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC/Ameritech agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work orders will be the due date requested on the LSR, except that, for a No Field Work order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC/Ameritech.

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Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)• Residence class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)• CIA Centrex<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)						
UNE-P						
<ul style="list-style-type: none">• Business class of service (Orders included in Projects are excluded)<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)• Residence class of service (Orders included in Projects are excluded)<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)						
Projects						
<ul style="list-style-type: none">-- UNE-P (Orders > 250 lines, circuits and/or telephone numbers, or mutually agreed to)						
Calculation:				Report Structure:		
(# of orders installed within the requested interval ÷ total number of orders) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.• Resale POTS No Field Work measured against a benchmark of 97%• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.• UNE-P No Field Work measured against a benchmark of 97%• CIA Centrex Field Work Parity compared to SBC/Ameritech Centrex Field Work (N, T, C order types)• CIA Centrex No Field Work compared to 95% within a 5-day interval.• UNE-P Projects - 95% within customer requested due date.						

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29. Percent SBC/Ameritech Caused Missed Due Dates	
Definition:	
Percent of N, T, and C orders where installation was not completed by the due date as a result of a SBC/Ameritech caused missed due date.	
Exclusions:	
<ul style="list-style-type: none"> • Orders that are not N, T, or C. • CLEC caused and/or end-user caused misses excluded from the numerator. • Facility misses as counted in PM 30. 	
Business Rules:	
<p>This includes orders completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level. UNE-Ps are also reported at an order level. If SBC/Ameritech reschedules the original due date without the consent of the CLEC the original due date will be the one measured against.</p> <p>This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.</p>	
Levels of Disaggregation:	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) <p>UNE-P</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) 	
Calculation:	Report Structure:
(# of orders not completed by the due date or canceled after the due date as a result of an SBC/Ameritech cause ÷ total orders plus total orders canceled after the due date as a result of an SBC/Ameritech cause) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
<ul style="list-style-type: none">• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.• Resale POTS No Field Work measured against a benchmark of 97%.• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.• UNE-P No Field Work measured against a benchmark of 97%.

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30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
Definition:						
Percent N, T, and C orders with missed committed due dates due to lack of facilities.						
Exclusions:						
<ul style="list-style-type: none">• Orders that are not N, T, or C.• No Field Work (NFW) Orders						
Business Rules:						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at an order level.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Residence class of service<ul style="list-style-type: none">-- all missed orders-- > 30 calendar days-- > 90 calendar days• Business class of service<ul style="list-style-type: none">-- all missed orders-- > 30 calendar days-- > 90 calendar days						
UNE-P						
<ul style="list-style-type: none">• Residence class of service<ul style="list-style-type: none">-- all missed orders-- > 30 calendar days-- > 90 calendar days• Business class of service<ul style="list-style-type: none">-- all missed orders-- > 30 calendar days-- > 90 calendar days						
Calculation:				Report Structure:		
(# of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100				Reported for CLEC, all CLECs SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:
<ul style="list-style-type: none">• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.• UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.

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31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed orders due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • Orders that are not N, T, or C. • No Field Work (NFW) Orders. 	
Business Rules:	
Includes orders missed due to lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
Levels of Disaggregation:	
Geographic POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE-P <ul style="list-style-type: none"> • Business class of service • Residence class of service 	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date}) \text{ for company missed orders due to lack of facilities}}{\text{(total completed orders with a SBC/Ameritech caused missed due date due to lack of facilities)}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
<ul style="list-style-type: none"> • Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively. • UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively. 	

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32. Average Delay Days For SBC/Ameritech Caused Missed Due Dates	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> • Orders that are not N, T, or C. • Company delayed orders as a result of lack of facilities. 	
Business Rules:	
Includes orders missed due to company reasons other than lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
Levels of Disaggregation:	
Geographic POTS <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) UNE-P <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) 	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date})}{\text{(total completed orders with a SBC/Ameritech caused missed due date)}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:

- Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

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33. Percent SBC/Ameritech Caused Missed Due Dates > 30 days						
Definition:						
Percent of orders where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
<ul style="list-style-type: none">• Orders that are not N, T, or C.• Facility missed orders captured in PM 30.						
Business Rules:						
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)• Residence class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)						
UNE-P						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)• Residence class of service<ul style="list-style-type: none">-- Field Work (FW)-- No Field Work (NFW)						
Calculation:			Report Structure:			
(# of orders completed greater than 30 calendar days following the due date ÷ total orders completed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:

- Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

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35. Percent Trouble Reports Within 30 Days (I-30) of Installation	
Definition:	
Percent of N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Reports caused by customer provided equipment (CPE) or wiring. • Trouble report received on the due date before service order completion. • Orders that are not N, T, or C. 	
Business Rules:	
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.	
Levels of Disaggregation:	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) <p>UNE-P</p> <ul style="list-style-type: none"> • Business class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) • Residence class of service <ul style="list-style-type: none"> -- Field Work (FW) -- No Field Work (NFW) 	
Calculation:	Report Structure:
Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
<ul style="list-style-type: none"> • Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. 					

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New Performance Measure

35.1 Percent UNE-P Trouble Reports On the Completion Date	
Definition:	
Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Reports caused by customer provided equipment (CPE) or wiring. • Disposition codes “11”, “12”, & “13” reports (excludable reports). 	
Business Rules:	
Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.	
Levels of Disaggregation:	
Geographic <ul style="list-style-type: none"> • UNE –P No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports received on the day of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.	

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Maintenance - Resale POTS

37. Trouble Report Rate	
Definition:	
The number of customer trouble reports per 100 lines.	
Exclusions:	
<ul style="list-style-type: none"> Subsequent reports. A subsequent report is one that is received while an existing repair report is open. Reports caused by customer provided equipment (CPE) or wiring. All disposition codes “11”, “12”, & “13” reports (excludable reports). 	
Business Rules:	
CLEC and SBC/Ameritech repair reports are entered into and tracked in the WFA or LMOS systems. Reports are counted in the month they are closed.	
Levels of Disaggregation:	
Geographic POTS <ul style="list-style-type: none"> Business class of service Residence class of service UNE-P <ul style="list-style-type: none"> Business class of service Residence class of service 	
Calculation:	Report Structure:
[# of customer trouble reports ÷ (total lines in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
<ul style="list-style-type: none"> POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively. 	

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37.1 Trouble Report Rate Net of Installation and Repeat Reports						
Definition:						
The number of electronic or manual customer trouble reports per 100 lines.						
Exclusions:						
<ul style="list-style-type: none">• Trouble reports caused by customer provided equipment (CPE) or wiring.• All disposition “11”, “12”, and “13” trouble reports (excludable reports).• Trouble reports included in PM 35.• Trouble reports included in PM 41						
Business Rules:						
CLEC and SBC/Ameritech repair reports are entered into and tracked in the LMOS system. Reports are counted in the month they post to LMOS.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
UNE-P						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
Calculation:				Report Structure:		
(Total number of customer trouble reports net of installation and repeat reports) ÷ (Total lines in service ÷ 100)				Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC/Ameritech.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.						

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

38. Percent Missed Repair Commitments						
Definition:						
Percent of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
<ul style="list-style-type: none">• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.• Reports caused by customer provided equipment (CPE) or wiring.• All disposition codes “11”, “12”, & “13” reports (excludable reports).						
Business Rules:						
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in the work and force systems. If this is after the commitment time, the report is flagged as a “Missed Commitment.”						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Dispatch-- No Dispatch• Residence class of service<ul style="list-style-type: none">-- Dispatch-- No Dispatch						
UNE-P						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Dispatch-- No Dispatch• Residence class of service<ul style="list-style-type: none">-- Dispatch-- No Dispatch						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• POTS – Parity with SBC/Ameritech Retail, Business and Residence, respectively.• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence, respectively.						

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

39. Receipt To Clear Duration
Definition:
Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.
Exclusions:
<ul style="list-style-type: none">• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.• Reports caused by customer provided equipment (CPE) or wiring.• Disposition codes “11”, “12”, & “13” reports (excludable reports).
Business Rules:
The clock starts on the date and time SBC/Ameritech receives a trouble report. The clock stops on the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in WFA or LMOS.

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Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service-- No Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service• Residence class of service<ul style="list-style-type: none">-- Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service-- No Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service						
UNE-P						
<ul style="list-style-type: none">• Business class of service<ul style="list-style-type: none">-- Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service-- No Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service• Residence class of service<ul style="list-style-type: none">-- Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service-- No Dispatch<ul style="list-style-type: none">. Affecting Service. Out of Service						
Calculation:				Report Structure:		
Σ[(Date and time SBC/Ameritech clears trouble report) - (Date and time trouble report is received)] ÷ Total customer trouble reports				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:
<ul style="list-style-type: none">• Resale POTS Dispatch Parity compared to SBC/Ameritech Retail Dispatch• Resale POTS No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch Business and Residence respectively.• UNE-P Dispatch Parity compared to SBC/Ameritech Retail Dispatch• UNE-P No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch, Business and Residence respectively.

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40. Percent Out Of Service (OOS) < 24 Hours						
Definition:						
Percent of OOS trouble reports cleared in less than 24 hours.						
Exclusions:						
<ul style="list-style-type: none">• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.• Disposition codes “11”, “12”, & “13” reports (excludable reports).• Affecting Service reports.• Reports caused by customer provided equipment (CPE) or wiring.• No Access.• CLEC extended commitments.						
Business Rules:						
Utilize state specific Business Rule or Standard clock hours as appropriate.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
UNE-P						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
Calculation:			Report Structure:			
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
<ul style="list-style-type: none">• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.• UNE-P – Parity with SBC/Ameritech Business and Residence respectively.						

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41. Percent Repeat Reports						
Definition:						
Percent of customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
<ul style="list-style-type: none">• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.• Disposition codes “11”, “12”, & “13” reports (excludable reports).• Reports caused by customer provided equipment (CPE) or wiring.						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 calendar days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 calendar days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 calendar days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
UNE-P						
<ul style="list-style-type: none">• Business class of service• Residence class of service						
Calculation:			Report Structure:			
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.• UNE-P – Parity with SBC/Ameritech Business and Residence respectively.						

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42. Percent No Access (Percent of Trouble Reports with No Access)	
Definition:	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched. 	
Business Rules:	
SBC/Ameritech personnel set the “No Access” flag when access cannot be obtained at the customer’s premises. Reports are counted in the month they are closed.	
Levels of Disaggregation:	
Geographic POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE-P <ul style="list-style-type: none"> • Business class of service • Residence class of service 	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
<ul style="list-style-type: none"> • POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. • UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively. 	

RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY AMERITECH (EXCLUDES “ACCESS” ORDERS) - Provisioning

43. Average Installation Interval
Definition:
Average business days from LSR receipt application date to completion date for N, T, and C orders.
Exclusions:
<ul style="list-style-type: none">• UNE and Interconnection Trunks and Resold POTS.• Orders that are not N, T, or C.• Circuits that have a customer requested Due Date greater than 20 business days.• Official company service from Retail.• Orders where CLECs are charged expedite charges• Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Resale and UNE-P a project is defined as > 250 lines, trunks, circuits, and/or telephone numbers. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers.• CLEC caused and/or end-user caused misses.
Business Rules:
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

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Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI – Other combinations 	
Calculation:	Report Structure:
$[\sum(\text{completion date} - \text{application date})] \div (\text{Total circuits completed})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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44. Percent Specials Installations Completed Within Customer Requested Due Date	
Definition:	
Percent Specials installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Official Company service from Retail. • Orders where CLECs are charged expedite charges • Facility misses counted in PM 47 • CLEC caused and/or end-user caused misses. 	
Business Rules:	
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI – Other combinations 	
Calculation:	Report Structure:
(# of circuits installed within the customer requested due date ÷ total circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

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45. Percent SBC/Ameritech Caused Missed Due Dates	
Definition:	
Percentage of N, T, and C orders by circuit where installations were not completed by the due date as a result of an SBC/Ameritech caused missed due date.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Official company service from Retail. • Facility misses counted in PM 47. • CLEC caused misses excluded from the numerator. 	
Business Rules:	
<p>This includes items completed after the Due Date, due to an SBC/Ameritech reason. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.</p> <p>This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI -- Other combinations 	
Calculation:	Report Structure:
(# of circuits with SBC/Ameritech caused missed due dates or canceled after the due date that were caused by SBC/Ameritech ÷ total circuits installed and those canceled after the due date that were caused by SBC/Ameritech) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:
Parity with SBC/Ameritech Retail.

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46. Percent Trouble Reports Within 30 Days (I-30) of Installation	
Definition:	
Percent of N, T, and C orders by circuit that receive a network customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Trouble report received on the due date before service order completion. • Trouble reports that are coded to Customer Premise Equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational • Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. 	
Business Rules:	
<p>A trouble report is counted if it is flagged in WFA (Work Force Administration) as a trouble report that had a service order completion within 30 calendar days. It cannot be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID.</p> <p>The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI -- Other combinations 	
Calculation:	Report Structure:
[# of circuits that receive a network customer trouble report on or within 30 calendar days after service order completion ÷ total circuits installed] * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

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47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
Definition:						
Percentage of N, T, and C orders by circuit with missed committed due dates due to lack of facilities.						
Exclusions:						
<ul style="list-style-type: none">• UNE and Interconnection Trunks.• Orders that are not N, T, or C.						
Business Rules:						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all specials. Count any unsolicited FOC which modifies the due date as a missed due date.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• Resold Specials<ul style="list-style-type: none">– DDS– DS1– DS3– Voice Grade Private Line (VGPL)– ISDN BRI– ISDN PRI– Any other services available for resale• UNE Loop and Port<ul style="list-style-type: none">– ISDN BRI– ISDN PRI-- Other combinations <p><u>NOTE:</u> All the above disaggregations also reported for > 30 calendar days & > 90 calendar days.</p>						
Calculation:			Report Structure:			
(# of circuits with missed committed due dates due to lack of facilities ÷ total circuits installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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48. Average Delay Days for Missed Due Dates Due to Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed circuits due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Orders that are not N, T, or C. 	
Business Rules:	
The calculation includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI – Other combinations 	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{Committed circuit due date}) \div (\text{Total completed circuits with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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49. Average Delay Days For SBC/Ameritech Caused Missed Due Dates	
Definition:	
Average calendar days from due date to completion date on company missed circuits.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Facility misses counted in PM 48. 	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI -- Other combinations 	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{committed circuit due date}) \div (\text{Total completed circuits with a SBC/Ameritech caused missed due date})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days					
Definition:					
Percentage of circuits where installation was completed greater than 30 calendar days following the due date.					
Exclusions:					
<ul style="list-style-type: none">• CLEC caused and/or end-user caused misses.• UNE and Interconnection Trunks.• Orders that are not N, T, or C.					
Business Rules:					
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all Specials.					
Levels of Disaggregation:					
<ul style="list-style-type: none">• Geographic• Resold Specials<ul style="list-style-type: none">– DDS– DS1– DS3– Voice Grade Private Line (VGPL)– ISDN BRI– ISDN PRI– Any other services available for resale• UNE Loop and Port<ul style="list-style-type: none">– ISDN BRI– ISDN PRI– Other combinations					
Calculation:			Report Structure:		
(# of circuits completed greater than 30 days following the due date ÷ total installed circuits) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None
Benchmark:					
Parity with SBC/Ameritech Retail.					

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Maintenance - Resale Specials & UNE Loop and Port Combinations

52. Mean Time To Restore						
Definition:						
Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.						
Exclusions:						
<ul style="list-style-type: none">• UNE and Interconnection Trunk.• No Access Time.• Delayed Maintenance Time.• CLEC extended commitments.						
Business Rules:						
The start time is when the customer report is received and the stop time is when the report is closed in WFA. Specials are selected based on a specific service code of the circuit ID.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• Resold Specials<ul style="list-style-type: none">– DDS– DS1– DS3– Voice Grade Private Line (VGPL)– ISDN BRI– ISDN PRI– Any other services available for resale• UNE Loop and Port<ul style="list-style-type: none">– ISDN BRI– ISDN PRI– Other combinations						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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53. Percent Repeat Reports						
Definition:						
Percentage of network customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
UNE and Interconnection Trunk						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• Resold Specials<ul style="list-style-type: none">– DDS– DS1– DS3– Voice Grade Private Line (VGPL)– ISDN BRI– ISDN PRI– Any other services available for resale• UNE Loop and Port<ul style="list-style-type: none">– ISDN BRI– ISDN PRI– Other combinations						
Calculation:				Report Structure:		
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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54. Failure Frequency	
Definition:	
The number of network customer trouble reports within a calendar month per 100 circuits.	
Exclusions:	
UNE and Interconnection Trunks.	
Business Rules:	
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Measured reports are counted in the month they close.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • Resold Specials <ul style="list-style-type: none"> – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port <ul style="list-style-type: none"> – ISDN BRI – ISDN PRI – Other combinations 	
Calculation:	Report Structure:
[# of network trouble reports ÷ (Total in service circuits ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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54.1 Trouble Report Rate Net of Installation and Repeat Reports						
Definition:						
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 circuits.						
Exclusions:						
<ul style="list-style-type: none">• UNE and Interconnection Trunks• Trouble reports coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational• Trouble Reports included in PM 46.• Customer Trouble Reports included in PM 53.						
Business Rules:						
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Reports are counted in the month they post.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• Resold Specials<ul style="list-style-type: none">– DDS– DS1– DS3– Voice Grade Private Line (VGPL)– ISDN BRI– ISDN PRI– Any other services available for resale• UNE Loop and Port<ul style="list-style-type: none">– ISDN BRI– ISDN PRI– Other combinations						
Calculation:				Report Structure:		
[Count of trouble reports exclusive of installation and repeat reports ÷ (Total in-service circuits ÷ 100)]				Reported by CLEC, all CLECs and SBC/Ameritech.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

UNBUNDLED NETWORK ELEMENTS (UNES)

Provisioning

55. Average Installation Interval
Definition:
Average business days from application date to completion date for N, T, and C orders. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• CLEC requested due dates greater than “X” business days as set out below.• CLEC caused and/or end-user caused misses.• Orders where CLECs are charged expedite charges• Orders included in Measure 55.2• Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers.
Business Rules:
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p> <p>For DSL Loop Orders: The Application Date is the day that the CLEC authorizes SBC/Ameritech to provision the DSL based on the loop qualification. If the loop qualification determines that no conditioning is required, SBC/Ameritech will initiate the service order when the loop qualification is returned from SBC/Ameritech engineering but the date the order was received will be the application date. If conditioning is required, Ameritech will reject the order back to the CLEC and wait for a supplement from the CLEC notifying Ameritech of the appropriate action to take. If the CLEC supplements the DSL order, Ameritech will issue the order and the application date will be the date that Ameritech receives the supplement. The Completion Date is the day that Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration) and it is reported at a circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

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Levels of Disaggregation:	
<p>Geographic</p> <ul style="list-style-type: none"> • 2 Wire Analog (1-10) • 2 Wire Analog (11-20) • 2 Wire Analog (20+) • 2 Wire Digital (1-10) • 2 Wire Digital (11-20) • 2 Wire Digital (20+) • DS1 loop (includes PRI) • Switch Ports – Analog Port • Switch Ports – BRI Port (1-50) • Switch Ports – BRI Port (50+) • Switch Ports – PRI Port (1-20) • Switch Ports – PRI Port (20+) • DS1 Trunk Port (1 to 10) • DS1 Trunk Port (11 to 20) • DS1 Trunk Port (20+) • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types • UNE-OCN • DS3-Loop only • DSL Loops requiring conditioning <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • DSL Loops requiring no conditioning <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	
Calculation:	Report Structure:
$\frac{[\Sigma(\text{Completion Date} - \text{Application Date})]}{(\text{Total items completed})}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	

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Benchmark:

The standard offered interval is defined in business days as follows:

- 2 Wire Analog (1-10) – 3 Days
- 2 Wire Analog (11-20) – 7 Days
- 2 Wire Analog (20+) – 10 Days
- 2 Wire Digital (1-10) – 3 Days
- 2 Wire Digital (11-20) – 7 Days
- 2 Wire Digital (20+) – 10 Days
- DS1 loop(includes PRI) – 3 Days
- Switch Ports – Analog Port – 2 Days
- Switch Ports – BRI Port (1-50) – 3 Days
- Switch Ports – BRI Port (50+) – 5 Days
- Switch Ports – PRI Port (1-20) – 5 Days
- Switch Ports – PRI Port (20+) – 10 Days
- DS1 Trunk Port (1 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

IN, MI, OH and WI require a benchmark for an average. IL requires parity.

- DSL Loops requiring conditioning
 - Line Sharing - Parity
 - No Line Sharing– 10 Business Day; Critical z-value applies.
- DSL Loops requiring no conditioning
 - Line Sharing - Parity
 - No Line Sharing - 5 Business Days; Critical z-value applies
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- Broadband DSL
 - Line Sharing - Parity
 - No Line Sharing - 5 Business Days
- EELs (Diagnostic)
 - 2 wire analog
 - 4 wire analog
 - Digital
 - Transport

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55.2 Average Installation Interval for Loop With LNP

Definition:

Average business days from the receipt of an accurate LSR to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than “X” business days. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.

Exclusions:

- Specials and Interconnection Trunks
- UNE-P captured in the POTS or Specials measurements
- Orders that are not N, T, or C
- Customer requested due dates greater than “X” business days. X is defined as follows:

	Std. Interval	“X” Days
Non-CHC Excluding FDT		
▪ Loop with LNP (1-10) – 3 days		4 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21+) – 10 days		11 days
CHC		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 day		11 days
FDT		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 days		11 days

- CLEC caused and/or end-user caused misses
- NPAC caused delays unless caused by SBC/Ameritech
- Orders where CLECs are charged expedite charges
- Service requests/order involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loop with LNP, a project is defined as >100 lines, circuits and/or telephone numbers.

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Business Rules:	
<p>The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. From an interval perspective, an LSR received before 3PM is considered to be received on that day, an LSR received after 3PM is considered to be received the next day. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p> <p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated. 	
Levels of Disaggregation:	
<p>Geographic</p> <p>CHC</p> <ul style="list-style-type: none"> ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21-24) <p>Non CHC Excluding FDT</p> <ul style="list-style-type: none"> ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21+) <p>FDT</p> <ul style="list-style-type: none"> ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21-24) 	
Calculation:	Report Structure:
$\left[\sum(\text{completion date} - \text{application date}) \right] \div (\text{Total number of orders completed})$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
Diagnostic	

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55.3 Percent DSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.	
Definition:	
The percentage of all DSL-capable loops, greater than 12,000 feet (based on designed loop makeup information), ordered that require the removal of load coils or repeaters to provision DSL services.	
Exclusions:	
<ul style="list-style-type: none"> ▪ Loops under 12,000 feet ▪ Loops conditioned through the FMOD process 	
Business Rules:	
The percentage of all orders for DSL-capable loops where the removal of load coils or repeaters has been requested by the CLEC. This PM is measuring loops conditioned based on pre-qualification data rather than loop conditioning required by the FMOD process. In other words, loops that are conditioned through the FMOD process SHOULD NOT be counted in this measure.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Loops between 12,000 feet and 17,500 feet • Loops over 17,500 feet 	
Calculation:	Report Structure:
$\left[\frac{\sum(\text{number of DSL-capable loops requesting the removal of load coils or repeaters})}{\text{Total number of orders for DSL-capable loops UNEs completed}} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech DSL Affiliate..
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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56. Percent Installations Completed Within Customer Requested Due Date	
Definition:	
Percent installations completed within customer requested due date when that date is later than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.	
Exclusions:	
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• CLEC caused and/or end-user caused misses.• Orders where CLECs are charged expedite charges• Orders included in Measurement 56.1• Facility misses counted in PM 60.	
Business Rules:	
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.	

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Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • 2 Wire Analog (1-10) • 2 Wire Analog (11-20) • 2 Wire Analog (20+) • 2 Wire Digital (1-10) • 2 Wire Digital (11-20) • 2 Wire Digital (20+) • DS1 loop (includes PRI) • Switch Ports – Analog Port • Switch Ports – BRI Port (1-50) • Switch Ports – BRI Port (50+) • Switch Ports – PRI Port (1-20) • Switch Ports – PRI Port (20+) • DS1 Trunk Port (1 to 10) • DS1 Trunk Port (11 to 20) • DS1 Trunk Port (20+) • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types • DSL loops with no Line Sharing <ul style="list-style-type: none"> – Non Conditioned – Conditioned • DSL loops with Line Sharing <ul style="list-style-type: none"> – Non Conditioned – Conditioned • UNE Loop Projects (Service requests/orders with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all orders included in the Projects disaggregation are excluded from any other disaggregations. • UNE-OCN • DS3-Loop only • Broadband DSL <ul style="list-style-type: none"> – Line Sharing – No Line Sharing • EELs <ul style="list-style-type: none"> – 2 wire analog – 4 wire analog – Digital – Transport 	
Calculation:	Report Structure:
(# of items installed within the customer requested due date ÷ total items) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
<p>95% within "X" days = IN, MI, OH, WI; IL requires parity.</p> <p>The standard offered interval (X) is defined in business days as follows:</p> <ul style="list-style-type: none"> • 2 Wire Analog (1-10) – 3 Days • 2 Wire Analog (11-20) – 7 Days • 2 Wire Analog (20+) – 10 Days • 2 Wire Digital (1-10) – 3 Days • 2 Wire Digital (11-20) – 7 Days • 2 Wire Digital (20+) – 10 Days • DS1 loop(includes PRI) – 3 Days • Switch Ports – Analog Port – 2 Days • Switch Ports – BRI Port (1-50) – 3 Days • Switch Ports – BRI Port (50+) – 5 Days • Switch Ports – PRI Port (1-20) – 5 Days • Switch Ports – PRI Port (20+) – 10 Days • DS1 Trunk Port (1 to 10) – 3 Days • DS1 Trunk Port (11 to 20) – 5 Days • DS1 Trunk Port (20+) – ICB • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB • DSL loops with no Line Sharing <ul style="list-style-type: none"> ○ Non Conditioned – 5 Days ○ Conditioned – 10 Days • DSL loops with Line Sharing Parity with SBC/Ameritech Affiliate • UNE Loop Projects – As negotiated/ICB • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • Broadband DSL <ul style="list-style-type: none"> ○ Line Sharing Parity with SBC/Ameritech Affiliate ○ No Line Sharing 5% • EELs - Diagnostic <ul style="list-style-type: none"> ○ 2 wire analog ○ 4 wire analog ○ Digital ○ Transport 					

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56.1 Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP

Definition:

Percent installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.

Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses.
- NPAC caused delays unless caused by SBC/Ameritech.

Business Rules:

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3-day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4-day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

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Levels of Disaggregation:						
<ul style="list-style-type: none">Aggregate<ul style="list-style-type: none">-- Loop with LNP (1-10)-- Loop with LNP (11-20)-- Loop with LNP (>20)CHC - Diagnostic<ul style="list-style-type: none">-- Loop with LNP (1-10)-- Loop with LNP (11-20)-- Loop with LNP (21-24)FDT – Diagnostic<ul style="list-style-type: none">-- Loop with LNP (1-10)-- Loop with LNP (11-20)-- Loop with LNP (21-24)ProjectsLoop with LNP (Service request/order with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all service requests/orders included in the Projects disaggregation are excluded from any other disaggregation.						
Calculation:			Report Structure:			
Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100			Reported for CLEC and all CLECs.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within the customer requested due date for Aggregate and Projects only. CHC and FDT are provided on a diagnostic basis and are not subject to damages or assessments.						

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58. Percent SBC/Ameritech Caused Missed Due Dates
Definition:
Percentage of items where installations are not completed by the negotiated due date.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• CLEC caused misses excluded from the numerator.• Orders included in CLEC WI 11 – FMOD Missed Due Dates• Facility misses counted in PM 60.
Business Rules:
<p>This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.</p> <p>The number of items on orders canceled after an SBC/Ameritech-caused missed due date is included in both the numerator and denominator</p>

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Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • UNE-OCN • DS3-Loop only • EELs <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	
Calculation:	Report Structure:
(# of UNEs with missed due dates and the number of UNEs canceled after the due date as result of an SBC/Ameritech cause ÷ total items installed and total items canceled as result of an SBC/Ameritech cause) *100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies) Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)

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59. Percent Trouble Reports Within 30 Days (I-30) of Installation,
Definition:
Percentage of UNE items that receive a network customer trouble report within 30 calendar days of service order completion.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• PTRs as defined in PM 115.1• Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.• Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same circuit.
Business Rules:
A trouble report is counted if it is received within 30 calendar days of a service order completion. The service order which generated the report must be an “add” in order for the trouble report to be counted. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.

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Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport						
Calculation:				Report Structure:		
(# of UNE circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE circuits installed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<p><u>Parity:</u></p> <ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	<p><u>Retail Comparison:</u></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 & ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p>

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	
Definition:	
Percentage of items with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders included in CLEC WI 11 – FMOD Missed Due Dates• Orders that are not N, T, or C.	
Business Rules:	
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport <p><u>NOTE:</u> All the above disaggregations are reported for > 30 calendar days & > 90 calendar days</p>						
Calculation:			Report Structure:			
(# of UNEs with missed committed due dates due to lack of facilities ÷ total items installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<p><u>Parity:</u></p> <ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	<p><u>Retail Comparison:</u></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 & ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p>

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61. Average Delay Days for Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed items due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• Orders included in CLEC WI 1 – FMOD Average Delay	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. Includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.	

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Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic <ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELS <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{UNE}(8\text{db loops are measured at the order level) due date}) \div (\text{total closed items with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 6.5 days Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

62. Average Delay Days For SBC/Ameritech Caused Missed Due Dates
Definition:
Average calendar days from due date to completion date on company missed items.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Orders that are not N, T, or C.• Orders included in CLEC WI 1 – FMOD Average Delay• Orders counted in PM 61.
Business Rules:
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	
Calculation:	Report Structure:
$\frac{\sum(\text{Completion date} - \text{UNE due date})}{\div (\text{total closed items with SBC/Ameritech caused missed due dates})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing • -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies) Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)

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63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days
Definition:
Percentage of items where installation was completed greater than 30 days following the due date.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• CLEC caused misses.
Business Rules:
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

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Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport						
Calculation:			Report Structure:			
(# of UNEs completed greater than 30 calendar days following the due date ÷ total items) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

Maintenance - Unbundled Network Elements

65. Trouble Report Rate
Definition:
The number of network customer trouble reports within a calendar month per 100 UNEs.
Exclusions:
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • PTRs as defined in PM 115.1 • UNE-P captured in the POTS or Specials measurements. • Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.
Business Rules:
Repair reports are entered into and tracked via WFA. Reports are counted in the month they close.

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Levels of Disaggregation:	
<ul style="list-style-type: none"> • Geographic • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	
Calculation:	Report Structure:
[# of network trouble reports ÷ (Total UNEs in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Bus) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies) Inter-office Trunks Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies)

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65.1 Trouble Report Rate Net of Installation and Repeat Reports
Definition:
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 UNEs.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• UNE-P captured in the POTS or Specials measurements.• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.• PTRs as defined in PM 115.1.• Trouble reports counted in PM 59 or PM 69.• Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
Business Rules:
Repair reports are tracked by trouble ticket type. Reports are counted in the month they close.

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Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport						
Calculation:			Report Structure:			
[Count of trouble reports less installation and repeat reports ÷ (Total UNEs in service ÷ 100)]			Reported for CLEC, all CLECs SBC/Ameritech and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:

Parity:

- 8.0 dB Loops
 - Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
 - With Test Access
- Dedicated Transport
 - DS1
 - DS3
- Subtending Channel
 - 23B
 - 1D
- Analog Trunk Port
- Subtending Digital Direct
Combination Trunks
- Dark Fiber
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- DSL Loops
 - Line Sharing
 - No Line Sharing
- Interconnection Trunks
- Broadband DSL
 - Line Sharing
 - No Line Sharing
- EELs (Diagnostic)
 - 2 wire analog
 - 4 wire analog
 - Digital
 - Transport

Retail Comparison:

POTS (Bus)

ISDN BRI

ISDN BRI

DS1 & ISDN PRI

DS1

DS3

DDS

DDS

VGPL

VGPL

DS3

Parity with SBC/Ameritech Affiliate
3% (No critical z-value applies)

Inter-office Trunks

Parity with SBC/Ameritech Affiliate
3% (No critical z-value applies)

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66. Percent Missed Repair Commitments						
Definition:						
Percentage of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.• Non-measured reports (CPE, Interexchange, and Information reports).• No Access Time for Wholesale and No Access tickets for Retail.• CLEC extended commitments.						
Business Rules:						
The commitment time is defined as 24 hours. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID. Reports are counted the month they are closed.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 2-Wire Analog 8dB Loop.• DSL Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100				Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• Parity with SBC/Ameritech POTS Business for 2-Wire Analog 8dB Loop.• Parity with SBC/Ameritech Affiliate for DSL line sharing and no line sharing						

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67. Mean Time To Restore
Definition:
Average duration of network CLEC trouble reports from the receipt of the CLEC trouble report to the time the trouble report is cleared.
Exclusions:
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.• No Access Time for Wholesale and No Access tickets for Retail.• CLEC extended commitments.• Delayed Maintenance Time.• UNE-Ps captured in the POTS or Specials measurements.• PTRs as defined in PM 115.2.• Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
Business Rules:
The start time is when the report is received. The stop time is when the report is cleared in WFA.

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Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport <p><u>NOTE:</u> All the above disaggregations also reported for Dispatch and No Dispatch</p>						
Calculation:			Report Structure:			
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$			Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops -- Dispatched <ul style="list-style-type: none"> -- Without Test Access • 8.0 dB Loops – Non-Dispatched <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) POTS (Res and Bus combined and NFW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 9 Hours (No critical z-value applies) Parity with SBC/Ameritech Affiliate 9 Hours (No critical z-value applies)

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68. Percent Out Of Service (OOS) < “24” Hours						
Definition:						
Percentage of OOS trouble reports cleared in less than 24 hours.						
Exclusions:						
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.• Non-measured reports (CPE, Interexchange, and Information reports).• No Access Time for Wholesale and No Access tickets for Retail.• CLEC extended commitments.						
Business Rules:						
The close date and time minus the receive date and time must be greater than 0 and less than 24 hours for it to count as a trouble report that was cleared in less than 24 hours.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 2-Wire Analog 8dB Loop.						
Calculation:				Report Structure:		
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100				Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech POTS Business and Residence combined.						

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69. Percent Repeat Reports	
Definition:	
Percentage of network customer trouble reports received within 30 calendar days of a previous customer trouble report.	
Exclusions:	
<ul style="list-style-type: none">• Specials and Interconnection Trunks.• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.• PTRs as defined in PM 115.1.• UNE-P captured in the POTS or Specials measurements.• Excludes repeat troubles where the original customer report was excluded in PM 59.	
Business Rules:	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	

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Levels of Disaggregation:						
<ul style="list-style-type: none">• Geographic• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• ISDN BRI Port• DS1 Loop<ul style="list-style-type: none">-- With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Subtending Channel<ul style="list-style-type: none">-- 23B-- 1D• Analog Trunk Port• Subtending Digital Direct Combination Trunks• Dark Fiber• UNE-OCN• DS3-Loop only• DSL Loops<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• Interconnection Trunks• Broadband DSL<ul style="list-style-type: none">-- Line Sharing-- No Line Sharing• EELs<ul style="list-style-type: none">-- 2 wire analog-- 4 wire analog-- Digital-- Transport						
Calculation:				Report Structure:		
# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop <ul style="list-style-type: none"> -- With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Subtending Channel <ul style="list-style-type: none"> -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL <ul style="list-style-type: none"> -- Line Sharing -- No Line Sharing • EELs (Diagnostic) <ul style="list-style-type: none"> -- 2 wire analog -- 4 wire analog -- Digital -- Transport 	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 12% (No critical z-value applies) Parity w/Retail equivalent Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

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Interconnection Trunks

70. Percentage of Trunk Blockage (Call Blockage)						
Definiti on:						
Percentage of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office.						
Exclusions:						
<ul style="list-style-type: none">• Weekends and Holidays• If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.• SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.• If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA.• If CLEC fails to provide a forecast.• If CLEC’s actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC’s most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.						
The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC’s reasonable forecast regardless of what the current usage data is.						
Business Rules:						
Blocked calls and total calls are gathered during 20 business days.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• SBC/Ameritech end office to CLEC end office.• SBC/Ameritech tandem to CLEC end office.						
Calculation:			Report Structure:			
(# of blocked calls ÷ total calls offered) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:

Dedicated Trunk Groups not to exceed blocking standard of B.01 = IL, IN, MI, OH, WI. Parity with SBC/Ameritech Retail to be reported in Illinois, though performance greater than or equal to the benchmark not in parity with SBC/Ameritech Retail will not be subject to remedy payments, and will not be reported as a “missed” result. Performance below the benchmark in Illinois, regardless of whether or not in parity with SBC/Ameritech Retail, will result in SBC/Ameritech being subject to remedy payments for this measurement.

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70.1 Trunk Blockage Exclusions	
Definition:	
Number of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
Exclusions:	
<ul style="list-style-type: none"> • Weekends and Holidays • If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control. • SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks. • If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA. • If CLEC fails to provide a forecast. • If CLEC's actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement. <p>The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>	
Business Rules	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply.	
Levels of Disaggregation:	
By Market Region.	
Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs.
Measurement Type:	
Tier-1 None	
Tier-2 None	
Benchmark:	
Diagnostic	

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70.2 Percentage of Trunk Blockage (Trunk Groups)	
Definition:	
Percentage of trunk groups (TGs) with calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office, and from SBC/Ameritech tandem office to CLEC end office. This measure is evaluated using a three-month rolling average of trunk group blockage. (This measure is only valid if a CLEC has 20 or more trunk groups.)	
Exclusions:	
<ul style="list-style-type: none">• If CLECs have more than 10% of the trunks of a particular TG busied-out for maintenance at their end, that TG will be excluded from that month's calculation.• A TG may be excluded from the calculations for a particular month if CLEC is found to be not ready for turn-up on the negotiated Due Date in 3 consecutive instances within the month.• If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days when a Call Blocking situation is identified in a Final Trunk Group by SBC/Ameritech or in the timeframe specified in the ICA, (Article 4.3.13) the TG in question may be excluded from the calculations for that particular month.• If CLEC fails to provide a forecast for a particular TG, that TG will be excluded from calculations until a forecast is provided.• If CLECs actual "trunks required" calculation, as shown by SBC/Ameritech from traffic usage studies, is more than 150% of CLEC's forecast for the TG in question, which was delivered to SBC/Ameritech six months prior, unless a different timeframe is specified in an interconnection agreement, that particular TG may be excluded from the calculations for that particular month.• New trunk groups that have not been in service for six months may be excluded from calculations for that 6-month period. Nevertheless, utilization data will be gathered upon turn-up of the TG. <p>The exclusions do not apply if SBC/Ameritech fails to timely provide the CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refused to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's forecast regardless of what the current usage data is.</p>	
Business Rules:	
Blocked calls and total calls are gathered on all reportable trunk groups during the official 20-day study month. Busy hour statistics are determined for reporting purposes.	
Levels of Disaggregation:	
<ul style="list-style-type: none">• SBC/Ameritech end office to CLEC end office.• SBC/Ameritech tandem to CLEC end office.	

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Calculation:	Report Structure:
(# of trunk groups exceeding 1% blocking for each of three consecutive months ÷ total # trunk groups in service) * 100.	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier-1 None Tier-2 None	
Benchmark:	
Diagnostic.	

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71. Common Transport Trunk Group Blockage						
Definition:						
Percentage of local common transport trunk groups exceeding 2% blockage.						
Exclusions:						
No data is collected on weekends.						
Business Rules:						
Common transport trunk groups that reflect blocking in excess of 2% or 1%(if a separate common transport trunk group is established to carry CLEC traffic only) using a busy hour from the four most recent weeks of data.						
Levels of Disaggregation:						
<ul style="list-style-type: none">Common trunk groups where CLECs share ILEC trunksCommon trunk groups for CLECs not shared by ILEC						
Calculation:				Report Structure:		
(# of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100.				Reported on local common transport trunk groups, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% of trunk groups not to exceed 2% blockage.						

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73. Percent Installations Completed Within Customer Requested Due Date – Interconnection Trunks						
Definition:						
Percentage of trunk order due dates for interconnection trunks met within customer requested due date when that due date is later than or equal to the standard interval or, if expedited, (accepted or not accepted) the date agreed to by SBC/Ameritech.						
Exclusions:						
CLEC Caused Misses.						
Business Rules:						
The Due Date starts the clock. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Delay of Ameritech-Initiated Tandem Re-homing project notification – the notification of any delay of these projects will be via LERG update and also via accessible letter sent to the CLECs. SBC/Ameritech will be responsible to modify the due date as defined in the accessible letter and notify the CLEC of this revised due date. The 30 days will be measured against this new due date established and sent to the CLEC						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 911• OS/DA• SS7• Interconnection Trunks (Non projects – subject to standard interval)• Interconnection Trunks (Projects – subject to negotiated interval)• Tandem Re-homing – SBC/Ameritech owned/initiated (subject to negotiated interval and excluded from all other disaggregations)						
Calculation:				Report Structure:		
(# of trunk circuit due dates met ÷ total trunk circuits installed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• 95% within customer requested due date or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.• For projects, 95% within the negotiated due date.• Tandem Re-homing – SBC/Ameritech owned/initiated: within 30 calendar days of negotiated due date (This disaggregation will be diagnostic for 6 months from the filing date of the Joint Motion at which time the PM will then be remedied.)						

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74. Average Delay Days For Missed Due Dates – Interconnection Trunks	
Definition:	
Average calendar days from due date to completion date on company missed interconnection trunk orders.	
Exclusions:	
CLEC Caused Misses	
Business Rules:	
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • 911 • OS/DA • SS7 • Interconnection Trunks 	
Calculation:	Report Structure:
Σ (Completion date – committed circuit due date) ÷ (Total completed trunk circuits with missed Due Dates)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Interoffice Facility Trunks.	

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75. Percentage SBC/Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks						
Definition:						
Percentage of Interconnection Trunk Circuits where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
CLEC Caused Misses.						
Business Rules:						
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 911• OS/DA• SS7• Interconnection Trunks						
Calculation:				Report Structure:		
(# of interconnection trunk circuits completed greater than 30 days following the due date, ÷ total installed interconnection trunk circuits) * 100.				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
No more than 2% interconnection trunk orders completed > 30 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

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76. Average Trunk Restoration Interval – Interconnection Trunks						
Definition:						
Average time to repair interconnection trunks. This measure is based on calendar days.						
Exclusions:						
<ul style="list-style-type: none">• Non-measured tickets (CPE, Interexchange, or Information).• No Access/Delayed Maintenance.						
Business Rules:						
The start time is when the report is received. The source is WFA (Work Force Administration) and is at an item or circuit level. The stop time is when the circuit is restored and the report is cleared in WFA.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 911• OS/DA• SS7• Interconnection Trunks						
Calculation:			Report Structure:			
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total trunk trouble reports			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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77. Average Trunk Restoration Interval for Service-Affecting Trunk Groups						
Definition:						
The average time to restore service-affecting trunk groups.						
Exclusions:						
<ul style="list-style-type: none">• Non-measured tickets (CPE, Interexchange, or Information• No Access/Delayed Maintenance						
Business Rules:						
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SBC/Ameritech.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Tandem trunk groups.<ul style="list-style-type: none">-- 911-- OS/DA-- SS7-- Interconnection Trunks• Non-Tandem trunk groups.<ul style="list-style-type: none">-- 911-- OS/DA-- SS7-- Interconnection Trunks						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total service affecting trunk group trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none">• Tandem trunk groups-all disaggregations – 1 hour• Non-Tandem trunk groups – all disaggregations – 2 hours.						

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78. Average Interconnection Trunk Installation Interval	
Definition:	
The average time from receipt of a complete and accurate ASR until the completion of the trunk order.	
Exclusions:	
Customer requested due dates greater than 20 business days.CLEC caused misses.	
Business Rules:	
The clock starts on the receipt of a complete and accurate ASR and the clock stops on the date the work is completed.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Interconnection Trunks • SS7 Links • OS/DA • 911 Trunks • Projects (not included in the other disaggregations) 	
Calculation:	Report Structure:
$\Sigma(\text{completion date of the trunk order} - \text{receipt date of complete and accurate ASR}) \div \text{total installed trunk orders}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
20 Business days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL Diagnostic for Projects.	

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Directory Assistance (DA) and Operator Services (OS)

79. Directory Assistance Grade Of Service	
Definition:	
Percentage of directory assistance calls answered within “X” seconds.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “x” seconds.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • < 1.5 seconds • < 2.5 seconds • > 7.5 seconds • > 10.0 seconds • > 15.0 seconds • > 20.0 seconds • > 25.0 seconds 	
Calculation:	Report Structure:
(Calls answered within “X” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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80. Directory Assistance Average Speed Of Answer						
Definition:						
The average time a customer is in queue.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
Total queue time ÷ total calls answered				Reported for the aggregate of all CLECs and SBC/Ameritech		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
IL = 7 sec; IN = 7.7 sec; MI = N/A; OH = 20.0 sec; WI = 6.3 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:						
Illinois						
• http://www.icc.state.il.us/tc/telecommunications.aspx						
Wisconsin						
• http://psc.wi.gov/_search/advquery.asp						
Michigan						
• http://www.cis.state.mi.us/mpsc/comm/rules/						
Indiana						
• http://www.in.gov/legislative/register/September-1-2002.html						
Ohio						
• http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int						

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81. Operator Services Grade Of Service	
Definition:	
Percentage of operator services calls answered within “X” seconds.	
Exclusions:	
None	
Business Rules:	
<p>The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “X” seconds.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • < 1.5 seconds • < 2.5 seconds • > 7.5 seconds • > 10.0 seconds • > 15.0 seconds • > 20.0 seconds • > 25.0 seconds 	
Calculation:	Report Structure:
(Calls answered within “x” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

82. Operator Services Speed of Answer					
Definition:					
The average time a customer is in queue.					
Exclusions:					
None					
Business Rules:					
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
Total queue time ÷ total calls answered.			Reported for the aggregate of all CLECs and SBC/Ameritech		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	Low	Low	Med	Low	Low
Benchmark:					
IL = 3.6 sec; IN = 3.3 sec.; MI = 10 sec.; OH = 20 sec.; WI = 2.7 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:					
Illinois					
• http://www.icc.state.il.us/tc/telecommunications.aspx					
Wisconsin					
• http://psc.wi.gov/search/advquery.asp					
Michigan					
• http://www.cis.state.mi.us/mpsc/comm/rules/					
Indiana					
• http://www.in.gov/legislative/register/September-1-2002.html					
Ohio					
• http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int					

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

83. Percentage of Calls Abandoned	
Definition:	
The percentage of calls where the customer hangs up while the call is in queue.	
Exclusions:	
SBC/Ameritech generated test calls.	
Business Rules:	
The clock runs on a 24-hour cycle starting at 6:00 a.m. and ending at 6:00 a.m. This measurement determines the amount of calls that were abandoned against the number of operator positions available during the reporting month in quarter hour intervals.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • OS • DA 	
Calculation:	Report Structure:
(# of calls abandoned ÷ number of operator positions available) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Local Number Portability (LNP)

91. Percentage of LNP Only Orders within the Customer Requested Due Date						
Definition:						
Percentage of LNP Only Orders that are completed within or on the Customer Requested Due Date.						
Exclusions:						
<ul style="list-style-type: none">• CLEC caused or requested delays.• NPAC caused delays unless caused by SBC/Ameritech.• CLEC requested Due Dates less than 3 business days.						
Business Rules:						
<p>The clock starts on the date of FOC issuance, which is the date that SBC/Ameritech returned a FOC to the CLEC. The clock stops on the Completion Date, which is the date that SBC/Ameritech completed the order. Orders are included in the month they posted. Standard due date interval for LNP Only orders is three business days. :</p> <ul style="list-style-type: none">• >100 TNs - The due dates are negotiated						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of LNP Only Orders completed within the Customer Requested Due Date or Negotiated Due Date ÷ total LNP Only Orders) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%.						

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92. Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9-Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC prior to the expiration of the second (T2) 9-hour timer. This would include subscription(s) released prior to the expiration of the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused or requested delays. • NPAC caused delays unless caused by SBC/Ameritech. • Cases where SBC/Ameritech did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SBC/Ameritech's release request. In these cases, SBC/Ameritech may have to re-work to release the TN so it can be ported to meet the due date. 	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total LNP TNs for which the subscription was released) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%.	

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93. Percentage of Time Customer Accounts Restructured by the LNP Only Completion Date						
Definition:						
Percentage of accounts restructured by the LNP Only Provisioning Completion Date.						
Exclusions:						
None						
Business Rules:						
<i>This measure is for partial LNPs only.</i>						
Partial LNP Orders require an SBC/Ameritech account to be restructured. This measures the amount of time the account was restructured by the LNP completion date.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of partial LNP Only orders where the account was restructured by the completion date of the order) ÷ (total partial LNP Only orders that required customer accounts to be restructured) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
96.5%						

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96. Percentage Pre-Mature Disconnects for LNP Orders						
Definition:						
Percentage of LNP cutovers where SBC/Ameritech prematurely removes the translations, including the 10-digit trigger, prior to the scheduled conversion time.						
Exclusions:						
Coordinated Conversions.						
Business Rules:						
The count of incidents, on an order level, where the translations are released prior to the scheduled conversion. Count the number of cutovers that are prematurely disconnected (translations released prior to the due date).						
Levels of Disaggregation:						
<ul style="list-style-type: none">LNP only.LNP with Loop.						
Calculation:				Report Structure:		
(# of premature disconnects ÷ total conversions) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
2% or less cutovers are disconnected prior to the due date (translations are released prior to the due date).						

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97. Percentage of Time SBC/Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date						
Definition:						
Percentage of time SBC/Ameritech applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.						
Exclusions:						
<ul style="list-style-type: none">Where not technically feasible.CLEC caused misses.						
Business Rules:						
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.						
Levels of Disaggregation:						
<ul style="list-style-type: none">LNP onlyLNP with Loop						
Calculation:				Report Structure:		
(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%						

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98. Percentage LNP Trouble Reports within 30 Days of Installation						
Definition:						
Percentage of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion.						
Exclusions:						
<ul style="list-style-type: none">Excluding subsequent reports and all disposition codes “11”, “12”, & “13” reports (excludable reports).Trouble reports caused by CPE or inside wiring.						
Business Rules:						
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total LNP Orders) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail POTS – No Field Work.						

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99. Average Delay Days for SBC/Ameritech Missed Due Dates (For Stand-Alone LNP Orders)	
Definition:	
Average calendar days from due date to completion date on Company missed orders.	
Exclusions:	
On time or early completions.	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted LNP orders. Retail comparison is installations, not disconnects.	
Levels of Disaggregation:	
LNP Only.	
Calculation:	Report Structure:
$\frac{\Sigma(\text{LNP Completion Date} - \text{LNP Order due date})}{\text{total LNP orders where there was a SBC/Ameritech caused missed due date}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail POTS – No Field Work.	

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100. Average Time of Out of Service for LNP Conversions						
Definition:						
Average time to facilitate the activation request in SBC/Ameritech’s network.						
Exclusions:						
<ul style="list-style-type: none">• CLEC-caused errors.• NPAC-caused errors unless caused by SBC/Ameritech.• Large ports greater than 500 ports.						
Business Rules:						
The Start time is the Receipt of NPAC broadcast activation message in SBC/Ameritech’s LSMS; and the End time is when the Provisioning event is done in SBC/Ameritech’s LSMS. Calculate the total difference between the start time and end time in minutes for LNP activations during the reporting period.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
$\frac{\Sigma(\text{LNP stop time} - \text{LNP start time})}{\div \text{ total LNP activated TNs}}$				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
60 Minutes						

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101. Percent Out of Service < 60 minutes						
Definition:						
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC/Ameritech’s network is less than 60, expressed as a percentage of total number of activations that took place.						
Exclusions:						
<ul style="list-style-type: none">• CLEC caused errors.• NPAC caused errors unless caused by SBC/Ameritech.• Large ports greater than 500 ports.						
Business Rules:						
The Start time is the Time that an “activate NPAC” broadcast is received in SBC/Ameritech's LSMS. The End time is the Time the provisioning event is complete in SBC/Ameritech's LSMS. Count the number of conversions that took place in less than 60 minutes. There is no difference between the denominator for this measure and the denominator in measure #100.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[(# of activated TNs provisioned in less than 60 minutes) ÷ (total LNP activated TNs)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
96.5%						

911

102. Average Time To Clear Errors (Facility-Based Providers)						
Definition:						
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SBC/Ameritech installs.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time error detected – date and time error cleared)] ÷ total errors			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

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103. Percent Accuracy for 911 Database Updates (Facility-Based Providers)						
Definition:						
The percentage of 911 records that were updated by SBC/Ameritech in error.						
Exclusions:						
CLEC Caused Errors.						
Business Rules:						
The data required to calculate this measurement will be provided by the CLEC based on the compare file. CLEC requests a compare file in writing through their assigned SBC/Ameritech Account Manager. This request should provide the requesting company’s name (per CLEC interconnection or resale agreement), ACNA, requested geographic area (e.g., state, NPA, etc.), if the compare file is requested by email, diskette, CD-ROM, and the CLEC contact name, number, and e-mail address. Upon request, SBC/Ameritech will provide, within 14 business days of request receipt, an electronic compare file. CLEC will be provided a file that contains all customer information for the geographic area that they request (e.g., state, NPA, etc.). The file can be provided via CR-ROM, diskette, paper or as an electronic file (transmitted) The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of SBC/Ameritech caused update errors ÷ Total updates) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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104. Average Time Required to Update 911 Database (Facility Based Providers)						
Definition:						
The average time it takes to update the 911 database file.						
Exclusions:						
None						
Business Rules:						
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time data processing begins - date and time data processing ends)] ÷ total files			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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104.1 The Average Time It Takes To Unlock the 911 Record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
CLEC caused delayed unlocks	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$[\sum (\text{SOC Date} - \text{date 911 record is unlocked})] \div \text{Total 911 database unlocks}$	Reported for individual CLEC, and all CLECs and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Poles, Conduit and Rights of Way

105. Percentage of Requests Processed Within 35 Days						
Definition:						
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of requests processed within 35 days ÷ total requests) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

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106. Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total requests}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL	

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Collocation

107. Percentage Missed Collocation Due Dates
Definition:
The percentage of SBC/Ameritech caused missed due dates for collocation projects.
Exclusions:
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.
Business Rules:
<p>The clock starts when SBC/Ameritech receives, in compliance with the Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC/Ameritech of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC/Ameritech to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none">• CLEC return to SBC/Ameritech corrected and complete floor plan drawings.• CLEC placement of required component(s). <p>If the business rules and Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, are inconsistent, then these business rules are superseded.</p>

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Levels of Disaggregation:						
For Physical Collocations:						
<ul style="list-style-type: none">• Caged• Shared Caged• Caged Common• Cageless• Adjacent On-site• Adjacent Off-site• All Augments to Physical Collocation						
For Virtual Collocations:						
<ul style="list-style-type: none">• Virtual• All Augments to Virtual Collocations						
Calculation:				Report Structure:		
(count of number of SBC/Ameritech caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100				Reported for individual CLEC and all CLECs and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 5% not met within the due date) Damages and Assessments will be calculated based on the number of calendar days late. The critical z-value does not apply.						

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108. Average Delay Days for SBC/Ameritech Missed Due Dates						
Definition:						
The average delay days caused by SBC/Ameritech to complete collocation facilities.						
Exclusions:						
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.						
Business Rules:						
The clock starts when SBC/Ameritech receives an accurate and complete application form for space from the CLEC and the clock stops when the collocation space is turned over to the CLEC for their occupancy at the walk-through. If the walk-through is scheduled after the due date, then the clock stops on the due date. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC. SBC/Ameritech will turn over the APOT with the notice of job completion if the CLEC has submitted their second fifty-percent (50%) payment prior to the due date.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Caged• Caged Common• Shared Caged• Adjacent On-Site• Adjacent Off-Site• Cageless• Augments to Physical Collocation• Virtual• Augments to Virtual Collocation						
Calculation:				Report Structure:		
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{SBC/Ameritech caused missed collocation completions.}$				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

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Benchmark:

Delay days not to exceed 10% of standard interval for IN, MI, OH and WI.

- Physical - 90 days standard interval, 10% of std interval = 9 Calendar Days
- Virtual - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Cageless - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Additions - 90 days standard interval, 10% of std interval = 9 Calendar Days

IL = Parity with SBC/Ameritech Affiliate.

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109. Percent of Requests Processed Within the Established Timelines						
Definition:						
The percent of requests for collocation facilities processed within the established timelines.						
Exclusions:						
.						
Business Rules:						
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech responds back to the application request with a quote. Per FCC Order 99-48 (706 Collocations Requirements). Applications received after 2:00 p.m. are considered as being received on the next business day.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Physical• Virtual• Cageless• Additions						
Calculation:			Report Structure:			
(# of requests processed within the timeline ÷ total requests with quotes) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% within 10 Calendar Days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate						

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Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs						
Definition:						
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.						
Exclusions:						
<ul style="list-style-type: none">Weekends and Holidays.CLEC caused errors.Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)						
Business Rules:						
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.						
For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.						
The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.						
Levels of Disaggregation:						
IN, MI, OH, WI = None						
IL = Manual and Electronic						
Calculation:			Report Structure:			
(# of updates completed within 72 hours ÷ total updates completed) * 100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
<ul style="list-style-type: none">IN, MI, OH, WI = 95% updated within 72 hoursIL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with SBC/Ameritech Retail						

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111. Average Update Interval for DA Database for Facility-Based CLECs						
Definition:						
The average update interval for DA database changes for facility-based CLECs.						
Exclusions:						
<ul style="list-style-type: none">Weekends and holidaysCLEC caused errorsUpdates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)						
Business Rules:						
<p>For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.</p> <p>For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.</p> <p>The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.</p>						
Levels of Disaggregation:						
<ul style="list-style-type: none">IN, MI, OH, WI = NoneIL = Manual and Electronic						
Calculation:				Report Structure:		
[Σ (8:00 a.m. of the day following the input into the DL database – Time update received from CLEC)] ÷ total updates completed				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
<ul style="list-style-type: none">IN, MI, OH, WI = 48 HoursIL = Manual are 48 hours and Electronic orders are parity with SBC/Ameritech Retail.						

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112. Percentage DA Database Accuracy For Manual Updates for Facility-Based CLECs						
Definition:						
The percentage of DA records that were updated by SBC/Ameritech correctly. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly.						
Exclusions:						
<ul style="list-style-type: none">• Errors not submitted within 10 days of order confirmation receipt.• CLEC caused errors• Weekends and Holidays• Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc						
Business Rules:						
<p>For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.</p> <p>For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.</p> <p>The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.</p>						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of manual updates without SBC/Ameritech caused errors ÷ Total updates processed) *100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
97%						

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113. Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention						
Definition:						
Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to ALPSS for Illinois, Michigan, Ohio and Wisconsin. Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to DA for Indiana.						
Exclusions:						
<ul style="list-style-type: none">• Updates rejected due to incorrect/invalid data received from the CLEC (e.g. missing zip code, incomplete phone number, etc.).• CLEC caused errors• Weekends and Holidays						
Business Rules:						
The number of updates, for facility-based providers, that flow through SBC/Ameritech’s ordering systems and are passed to ALPSS or DA without manual intervention, divided by the total number of updates issued within the reporting period.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of updates of that flow through to ALPSS or DA ÷ Total updates received in the month) * 100				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
<ul style="list-style-type: none">• IN, MI, OH, WI = 97%• IL = Parity with SBC/Ameritech Retail.						

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Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)						
Definition:						
Percentage of coordinated cutovers where SBC/Ameritech prematurely disconnects the customer 10 minutes or more prior to the scheduled conversion.						
Exclusions:						
None						
Business Rules:						
A premature disconnect occurs any time SBC/Ameritech disconnects the CLEC customer 10 or more minutes prior to the CLEC being on line. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none">Coordinated Hot Cuts – LNP with LoopFrame Due Time – LNP with Loop						
Calculation:			Report Structure:			
(# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% or less premature disconnects starting 10 minutes before scheduled time.						

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114.1. CHC/FDT LNP with Loop Provisioning Interval						
Definition:						
The % of CHC/FDT LNP with Loop Lines completed by SBC/Ameritech within the established provisioning intervals.						
Exclusions:						
<ul style="list-style-type: none">• CHC LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC/Ameritech the opportunity to complete CHC/FDT LNP with Loop within the designated interval.• IDLC (pair gain systems) identified on or before the due date.• Any order in the FMOD process						
Business Rules:						
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the SBC/Ameritech LOC to start the conversion, and ends when the SBC/Ameritech technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the frame due time and ends when the SBC/Ameritech technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.						
Levels of Disaggregation:						
CHC/LNP with loop <ul style="list-style-type: none">• < 10 lines• 10-24 lines FDT/LNP with loop <ul style="list-style-type: none">• < 10 lines• 10-24 lines						
Calculation:				Report Structure:		
(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	

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Benchmark:
CHC/FDT LNP with Loop for < 10 Lines 90% within one hour. CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

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115. Percentage of SBC/Ameritech Caused Delayed Coordinated Cutovers						
Definition:						
Percentage of Ameritech caused late coordinated cutovers in excess of “X” (30, 60 and 120) minutes.						
Exclusions:						
<ul style="list-style-type: none">Any order in the FMOD process						
Business Rules:						
A coordinated cutover is delayed if SBC/Ameritech is not ready within “X” (30, 60, and 120) minutes after the scheduled cut time. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none">CHC LNP with LoopFDT LNP with Loop						
Calculation:			Report Structure:			
(# of SBC/Ameritech caused late coordinated CHC/FDT LNP with Loop orders in excess of “X” (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
8% or less of SBC/Ameritech coordinated conversions beyond 30 minutes, 2% beyond 60 minutes from scheduled time or 1% beyond 120 minutes.						

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115.1 Percent Provisioning Trouble Reports (PTR)						
Definition:						
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion.						
Exclusions:						
<ul style="list-style-type: none">• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.• IDLC (pair gain systems) identified on or before the due date.• Non-measured reports (CPE, Interexchange, and Information reports).						
Business Rules:						
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion, or before noon on the next business day. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none">• CHC• FDT						
Calculation:				Report Structure:		
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2%						

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115.2 Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Non-measured reports (CPE, Interexchange, and Information reports). • No access to the end user's location. 	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CHC • FDT 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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NXX

117. Percent NXXs Loaded and Tested Prior to the LERG Effective Date						
Definition:						
The percent of NXXs loaded and tested prior to the LERG effective date.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of NXXs loaded and tested by LERG effective date ÷ total NXXs loaded and tested) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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118. Average Delay Days for NXX Loading and Testing						
Definition:						
Average calendar days from due date to completion date on company missed NXX orders.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
$\Sigma(\text{Completion Date} - \text{LERG effective date}) \div \text{Total SBC/Ameritech caused late orders}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

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119. Mean Time to Repair						
Definition:						
Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.						
Exclusions:						
None						
Business Rules:						
The start time is when the report is received. The stop time is when the trouble report is cleared. SBC/Ameritech will contact the CLEC to close the trouble.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time trouble report is cleared with the customer – Date and time trouble report is received) ÷ (Total NXX trouble reports)]			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona Fide Requests processed within 30 business days.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech completes application processing.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of number of requests processed within 30 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate.	

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121. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days						
Definition:						
Percentage of quotes provided in response to authorized Bona Fide Requests (authorized preliminary analysis from CLEC) within 45 business days.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when SBC/Ameritech receives the authorization. The clock stops when SBC/Ameritech responds back to the authorization request with a quote.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of requests processed within 45 days ÷ total # of requests) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
90% within 45 business days = IN, MI, OH, WI.						
IL = Parity with SBC/Ameritech Affiliate						

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New Performance Measure

124. Timely Resolution of Significant Software Failures Related with Releases						
Definition:						
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.						
Exclusions:						
Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.						
Business Rules:						
Software errors identified in production within two weeks of the release with no workarounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to Ameritech, or receive back from Ameritech, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100				By CLEC, on an Ameritech Regional basis (non-state specific)		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% completed within 48 hours or 2 days.						

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New Performance Measure

124.1 Test Environment Availability						
Definition:						
Extent that the Joint Test Environment is actually available to CLECs.						
Exclusions:						
None						
Business Rules:						
<p>The total “Scheduled system available hours” is the cumulative number of hours during the reporting period that Ameritech has committed to provide CLECs access to the Joint Test Environment. “Hours functionality is available during the scheduled available hours” is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the “Percent system availability” measure.</p> <p>Scheduled system available hours is Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). “Hours functionality is available during the scheduled available hours” is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by Ameritech’s Joint Test Environment Availability Team.</p> <p>Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of SBC Ameritech are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of SBC Ameritech (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM</p>						
Levels of Disaggregation:						
<ul style="list-style-type: none">Pre-OrderOrder						
Calculation:				Report Structure:		
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100				Reported on an aggregate CLEC basis and a Ameritech-region basis (non-state specific)		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	Med	None	None	None	
Tier 2	None	Med	None	None	None	
Benchmark:						
Diagnostic						

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Additional Measures

MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date						
Definition:						
Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.						
Exclusions:						
<ul style="list-style-type: none">• CLEC/End User Initiated Jeopardy Codes.• Weekends and Holidays.• Orders that fall into, or are completed thru, the FMOD process.• Orders received from CLEC and due on same day.• Jeopardy Notices sent on or after the due date.						
Business Rules:						
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order’s due date is in jeopardy of being missed. Consider “24 hours” as 1 day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Resale POTS<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• Resale Specials<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• Unbundled Loops<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• UNE-Ps<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)						
Calculation:			Report Structure:			
[(# of orders receiving an 870 within 24 hours of the order due date) ÷ (Total orders receiving an 870 in the report month)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

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Benchmark:
Less than or equal to 5% orders given jeopardy notices with 24 hours of the due date

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MI 3. Coordination Conversions Started Within One Hour of the Scheduled Time	
Definition:	
Coordinated Conversion Started Within One Hour of the Scheduled Time measures the number of coordinated unbundled loop cutovers started within one hour of the start scheduled time as a percentage of all coordinated unbundled loops completed in the reporting period.	
Exclusions:	
<ul style="list-style-type: none"> • Orders for which the CLEC was not ready after the cutover was started. • Canceled orders. 	
Business Rules:	
A coordinated loop is any unbundled loop requiring coordination. The start date is the date and time the central office/translations work begins. The scheduled time is the cutover date and time requested by the CLEC and found on the cutover schedule. The cutover is considered complete when the work is completed by SBC/Ameritech. The measure is counted in the period it is completed. The measure is counted on the first item of the first order (when related orders are involved) and then calculated by item based on the number of items on the order/orders. CHC orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
Unbundled Loops	
Calculation:	Report Structure:
# of cross connection started within one hour of the scheduled time / Total coordinated unbundled loops for reporting period	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 4. Average Time to Provide a Collocation Arrangement	
Definition:	
Average Time to Provide a Physical Collocation Arrangement measures the average elapsed time between the date a collocation COBO payment is received and the date the CLEC is notified that the physical node is completed, for the total number of physical nodes completed in the reporting period.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled orders. • Orders where the customer requested a due date beyond the contractual date. • CLEC-caused delays such as arranging final walk-through or accepting collocation space. 	
Business Rules:	
The measure is calculated using calendar days. The receipt of a collocation COBO payment is indicative of a firm order. The clock is restarted if the CLEC modifies its request. Time between completion and node final walk through is not included in the completion interval calculation..	
Levels of Disaggregation:	
Physical Collocation	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date Physical Node Is Complete}) - (\text{Date Collocation COBO Payment Is Received})] \div \text{Total Physical Nodes Completed}}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 5. Structure Requests Completed Outside of Interval	
Definition:	
Structure Requests Completed Outside of Interval measures the number of requests to view SBC/Ameritech structure records that are not completed within the standard time interval as a percentage of requests completed in the reporting period.	
Exclusions:	
Requests for SBC/Ameritech to perform record checks.	
Business Rules:	
<p>Structure includes poles, ducts, conduit and rights-of-way that are owned or controlled by SBC/Ameritech. The request is counted in the period in which the request is completed. Changes to the request will be deemed to be a new request and will result in a new date being established for the priority queue. Requests received after 12:00 noon Eastern Standard Time are considered received the following business day. Interval calculation is based on business days.</p> <p>Information Access includes requests for viewing (or copies). A field survey is a physical check of manholes and/or poles to determine availability of space for placing the attaching Party's facilities. Make Ready is any construction work necessary to prepare SBC/Ameritech structure for attachment or occupancy by an attaching Party.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Information Access • Field Survey • Make Ready 	
Calculation:	Report Structure:
(# of Structure Requests Completed Outside of the Standard Time Interval ÷ Total Structure Requests Completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 9. Percentage Missing FOCs	
Definition:	
Percentage of FOCs that are not sent as compared to the total number of orders completed.	
Exclusions:	
None	
Business Rules:	
Total number of responses not sent as compared to the total number of orders completed. FOC responses not sent are identified by using a report that compares to completed orders that do not show FOC response in the Local Service Request (LSR) processing systems.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE (Loops, LNP, and LSNP) • UNE-P 	
Calculation:	Report Structure:
(# of missing FOC responses ÷ total orders completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 10. Percent Time-out Transactions	
Definition:	
Percentage of Time-out messages received as compared to valid system responses	
Exclusions:	
None	
Business Rules:	
A count of the time-out messages, by interface, as compared to total number of queries processed. (time-outs and valid responses).	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI) <=30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information 	
Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET	
Calculation:	Report Structure:
(# of Time Out Transactions ÷ Total Number of Queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 11. Average Interface Outage Notification	
Definition:	
The average time from the initial identification of an interface outage, to the notification of CLECs.	
Exclusions:	
None	
Business Rules:	
The time from initial identification of interface outages to the time that email notification (to email distribution list) is sent by SBC/Ameritech.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Time interface outage is identified – Time notification is given)/Total interface outages in a period	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 12. Average Time to Clear Service Order Errors	
Definition:	
The average time to clear service order errors (3E)	
Exclusions:	
None	
Business Rules:	
The average number of business days to clear 3E service order errors is calculated by totaling the duration from the date that an order went into the error condition to the date that the error was cleared.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE P 	
Calculation:	Report Structure:
(Date that an order went into error condition – The date that the error was cleared)/Total number of errors cleared	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity	

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New PM MI 13

MI 13. Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification 	
Business Rules:	
<p>Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day.</p> <p>This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC OnLine website, including retail winbacks.</p> <p>Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response times.</p> <p>Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC OnLine or communicated in advance via accessible letter</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> All (combination of two disaggregations below) SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier) CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier) 	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the losing CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Low	Med	Low	Low
Tier 2	Med	Low	Med	Low	Low
Benchmark:					
97%; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies					

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New Performance Measure

MI 13.1 Average Delay Days For Mechanized Line Loss Notifications					
Definition:					
Average business days from completion of work to the date the line loss notification was sent/made available to the CLEC for line loss notifications that miss the standard of one business day.					
Exclusions:					
Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification					
Business Rules:					
Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier’s service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.					
This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC OnLine website, including retail winbacks.					
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.					
Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.					
Levels of Disaggregation:					
All (combination of two disaggregations below) SBC Winback (SBC Retail is the “winning” carrier, CLEC is losing carrier) CLEC-to-CLEC (CLEC A is “winning” carrier, CLEC B is “losing” carrier)					
Calculation			Report Structure:		
Σ(Work completion date for line loss notifications sent outside the standard – Date LLN sent/made) ÷ (total line loss notifications sent outside the standard)			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	Med	None	None
Tier 2	None	None	Med	None	None
Benchmark:					
MI - Average Delay of 4 Days; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies.					
IL/IN/OH/WI - Diagnostic					

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MI 14. Percent Completion Notifications Returned Within “X” Hours of Completion of Maintenance Trouble Ticket	
Definition:	
Percent mechanized completions returned within “X” hours of completion of the trouble tickets.	
Exclusions:	
<ul style="list-style-type: none"> • Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date. • IDLC (pair gain systems) identified on or before the due date. • Non-measured reports (CPE, Interexchange, and Information reports) 	
Business Rules:	
<p>The elapsed time for a completion notice to be sent to the CLEC from the time that the trouble ticket is closed in WFA or LMOS.</p> <p>For trouble reports that are submitted electronically – the time from the close of the trouble in WFA or LMOS to the time that the completion status is made available to the CLEC (via EBTA).</p> <p>For orders, which are submitted manually – the time from the close in the WFA or LMOS systems to the time, that completion notice report is faxed to the CLEC. This is based on a process whereby previous day troubles are faxed to CLECs. The CLEC must provide a FAX number to SBC/Ameritech.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale <ul style="list-style-type: none"> --Manual - Next Day --Electronic < 2 hours • UNE Loops <ul style="list-style-type: none"> --Manual - Next Day --Electronic <2 hours • UNE P <ul style="list-style-type: none"> --Manual - Next day --Electronic <2 hours 	
Calculation:	Report Structure:
(# of completions returned to CLEC within X hours ÷ total completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – Low w/Cap Tier 2 – None	
Benchmark:	
95% w/in the specified interval.	

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MI 15 Change Management					
Definition:					
Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”). Interfaces to which this measure applies also will be defined in the CMP.					
Exclusions:					
<ul style="list-style-type: none">• Clarification Notes.• Any Approved Exceptions.• Emergency Situations• Regulatory Mandated Changes					
Business Rules:					
Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued “X” days or more in advance of the announced implementation date.					
Levels of Disaggregation:					
Changes to Existing Interfaces <ul style="list-style-type: none">• Gateway• GUI Introductions of New Interfaces <ul style="list-style-type: none">• Gateway• GUI Retirements of Existing Interfaces -- Wholesale Interfaces <ul style="list-style-type: none">• Gateway• GUI					
Calculation:			Report Structure:		
(Number of Notifications issued on time) ÷ (Number of Notifications in the reporting period) * 100			Reported on an SBC/Ameritech regional basis (non-state specific).		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1 –	None	None	None	None	None
Tier 2 –	Low	Low	Low	Low	Low
Remedies apply to only Gateway Changes and Introductions disaggregations.					

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Benchmark:

95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP") found at <https://clec.sbc.com/clec/>

Click on Gold bar "Change Management Process"

Click on SBC All Regions

then scroll down to: SBC Competitive Local Exchange Carrier (CLEC) 13-State
Interface Change Management Process

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MI 16 Percentage Rejected Query Notices	
Definition:	
Percentage of queries requested that are returned as rejected for reasons other than that the input data is incorrect or inaccurate. These rejected query notices indicate a problem with the interface other than timed out transactions (measured separately).	
Exclusions:	
None	
Business Rules:	
Total number of Rejected Query Notices sent as compared to the total number of Queries processed.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI) ≤ 30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information • Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET 	
Calculation:	Report Structure:
$\left(\frac{\text{\# rejected query notices}}{\text{total number of queries processed}} \right) * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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WI 1 Percent No Access – UNE Loops Provisioning	
Definition:	
Percent of Field Work (FW) orders with a status of “No Access.”	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused misses. (customer requests later date, other customer reasons, - customer not ready). • All orders that are not N, T, or C. • No Field Work. 	
Business Rules:	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained to the customer’s premises. Order must be Completed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of orders that are No Access ÷ Total Field Work orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops	
Definition:	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched. 	
Business Rules:	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 9 Percent Facility Modification Orders	
Definition:	
Percentage of orders requiring Facility Modification	
Exclusions:	
Orders not requiring Facility modification notification.	
Business Rules:	
The total number of orders requiring facility modification reflected as a percentage of all orders completed in the period. (DSL with Lineshare orders do not utilize the FMOD process.)	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • . BRI Loop With Test Access • DS1 Loop With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Dark Fiber • DSL Loops <ul style="list-style-type: none"> -- No Line Sharing 	
Calculation:	Report Structure:
(# of FMOD UNEs ÷ Total UNEs installed) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 1 Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)	
Definition:	
Measures average amount of delay from original FOC due dates to date of actual provisioning for all FOCs that are delayed.	
Exclusions:	
None	
Business Rules:	
Measured from original FOC due date.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Actual completion date – original FOC due date) ÷ (Total number of orders with delay notices)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)						
Definition:						
Measures number of errors in final review and in printed directory that were not corrected after notice by CLEC of needed correction.						
Exclusions:						
Listings with incorrect information submitted by CLEC.						
Business Rules:						
Directory listings are submitted for a first review (first pre-BOC), and then after corrections are made, for a final review (second pre-BOC) prior to publication. The first pre-BOC will be provided 45 calendar days in advance of the directory close date. The second pre-BOC, if requested, will be provided 15 calendar days in advance of directory close. CLECs will be required to request the second pre-BOC 30 calendar days before the directory close date. In order for changes from the first pre-BOC to be entered on the second pre-BOC, CLECs must provide those changes not less than 4 business days before the delivery of the second pre-BOC. This is measured on a per-book basis.						
Levels of Disaggregation:						
<ul style="list-style-type: none">First Pre-BOCSecond Pre-BOC						
Calculation:				Report Structure:		
(# of listings without errors after correction requested ÷ Total updates submitted) *100				Reported for CLEC, all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
If the benchmark is not met for corrections requested after the first review, the \$200 charge for the second pre-BOC will be waived by AAS. If the Benchmark is not met for corrections requested after the second pre-BOC, the remedy will be						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	None	None	None	None	None	
Benchmark:						
For corrections requested in the review of the first pre-BOC 95% must be corrected in the second pre-BOC						
For corrections noted in the review of the second pre-BOC 99% of those corrections requested initially must be corrected in the final published directory.						

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CLEC WI 5 Percentage of protectors not moved after technician visit (Issue O)						
Definition:						
Measures the percentage of times that a CLEC has to call SBC/Ameritech to replace a protector with a NID and move it to the outside of the house, where there has been an SBC/Ameritech technician at the premises within the last 30 days.						
Exclusions:						
None						
Business Rules:						
If a CLEC is required to call SBC/Ameritech to replace a protector with a NID and move it to the outside of a structure when SBC/Ameritech has worked at that premises within 30 days of the report.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(Total number of CLEC service calls to move a NID ÷ Number of CLEC calls to move a NID where an SBC/Ameritech technician had been on site within the last 30 days) *100				Reported for CLEC, and all CLECs		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 3%.						

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CLEC WI 6 FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.						
Definition:						
Measures the percentage of FMOD orders where Form A is issued within the interval ordered by the Commission.						
Exclusions:						
<ul style="list-style-type: none">Weekends and HolidaysLoop Qualified Orders requiring modification						
Business Rules:						
Under the revised FMOD policy issued 10/27, the FMOD process commences with Form A being issued by SBC/Ameritech. Form A must be received by the CLEC within the interval ordered by the Commission. Measured from date and time of initial FOC to send time of Form A. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">8.0 dB Loops<ul style="list-style-type: none">Without Test AccessBRI Loop With Test AccessDS1 Loop With Test AccessDedicated Transport<ul style="list-style-type: none">DS1DS3Dark FiberDSL Loops<ul style="list-style-type: none">No Line Sharing						
Calculation:				Report Structure:		
(# of FMOD orders where Form A issued within 24 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95 %						

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CLEC WI 7 FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A						
Definition:						
Measures the percentage of FMOD orders where Forms B, C, D, and/or E are issued within 72 hours of Form A.						
Exclusions:						
<ul style="list-style-type: none">Weekends and HolidaysLoop Qualified Orders requiring modification.						
Business Rules:						
Measured from issuance of form A to receipt of Form B, C, D, and/or E. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">8.0 dB Loops<ul style="list-style-type: none">Without Test AccessBRI Loop With Test AccessDS1 Loop With Test AccessDedicated Transport<ul style="list-style-type: none">DS1DS3Dark FiberDSL Loops<ul style="list-style-type: none">No Line Sharing <p><u>NOTE:</u> The above disaggregations are also reported for:</p> <ul style="list-style-type: none">Form BForm CForm DForm E						
Calculation:				Report Structure:		
(# of FMOD orders where Form B, C, D, E issued within 72 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95%						

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CLEC WI 8 FMOD Process: Form B - Percent FOC with New Due Date Returned Within 24 Hours						
Definition:						
Form B is for Complex modifications. This measures the percent of time SBC/Ameritech issues the FOC with the new due date within: (a) 24 hours of SBC/Ameritech’s receipt of the CLEC authorization of the complex modification charges; or (b) if no confirmation of Form B is required from the CLEC, within 24 hours of Form B being sent.						
Exclusions:						
<ul style="list-style-type: none">▪ FMOD orders resulting in Forms C, D, and E.▪ Loop Qualified Orders requiring modification▪ Weekends and Holidays						
Business Rules:						
Measured from the time that SBC/Ameritech receives the authorization of charges by the CLEC via Form B. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing						
Calculation:				Report Structure:		
(# of FMOD orders where Form B, issued and FOC with new due date returned within 24 hours ÷ Total # FMOD orders where form B issued) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
95%						

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CLEC WI 9 FMOD Process: Percent Form C Quote Returned Within the Interval Ordered by the Commission						
Definition:						
Form C involves orders where provisioning is through ILDC or RSU. This measures the percentage of orders involving Form C where SBC/Ameritech returns the quote for the work within the interval ordered by the Commission.						
Exclusions:						
FMOD orders resulting in Forms B, D or E.						
Business Rules:						
Measured from the time Form C is accepted. For loop qualified orders requiring modification. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing						
Calculation:				Report Structure:		
# of FMOD orders where Form C accepted and quote issued within 30 calendar days ÷ Total # FMOD orders where form C accepted) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95%						

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CLEC WI 11 FMOD Forms B, C, D, Percentage of Due Dates Met						
Definition:						
Measures the percentage of due dates met when FMOD process invoked						
Exclusions:						
<ul style="list-style-type: none">Weekends and HolidaysLoop Qualified Orders requiring modification						
Business Rules:						
Based on the first revised due date. Subsequent modifications to the due date will count as a missed due date. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">8.0 dB Loops<ul style="list-style-type: none">-- Without Test AccessBRI Loop With Test AccessDS1 Loop With Test AccessDedicated Transport<ul style="list-style-type: none">-- DS1-- DS3Dark FiberDSL Loops<ul style="list-style-type: none">-- With Line Sharing-- No Line Sharing <p><u>NOTE:</u> The above disaggregations are also reported for:</p> <ul style="list-style-type: none">Form BForm CForm D						
Calculation:				Report Structure:		
(# of FMOD orders met ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:

Parity:

- 8.0 dB Loops
 - Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
 - DS1
 - DS3
- Dark Fiber
- DSL Loops
 - With Line Sharing
 - No Line Sharing

Retail Comparison:

POTS (Res/Bus and FW)

ISDN BRI

DS1 & ISDN PRI

DS1

DS3

DS3

Parity with SBC/Ameritech Affiliate

5% (No critical z-value applies)

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D

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IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date						
Definition:						
Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.						
Exclusions:						
<div><div></div><div><div></div><div>Orders where LAT not requested</div></div><div><div></div><div>LAT requests when the CLEC is not authorized to seek LATs</div></div><div><div></div><div>Orders where CLEC causes delay in the LAT</div></div></div>						
Business Rules:						
<p>Loop Acceptance Test is where an SBC/Ameritech Technician (Frame/Field as appropriate) is requested <u>via an LSR</u> to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The SBC/Ameritech Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.</p> <p>This measure will include canceled orders where</p> <div><div></div><div><div></div><div>the LAT was completed and the CLEC chose not to accept the loop</div></div><div><div></div><div>the cancel was due to an SBC/Ameritech cause after the due date but prior to the LAT</div></div></div>						
Levels of Disaggregation:						
DSL Loops without Line Sharing						
Calculation:			Report Structure:			
(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% LAT on or before the Completion Date						

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Attachment One

Advanced and Nascent Services

1.0 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the Illinois State Treasury on those measurements listed under “Qualifying Measurements” below. Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

2.0 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

3.0 Qualifying Measurements:

Provisioning Measurements:

- PMs 28, 44, 56 – Percent Installs Completed Within Customer Requested Due Date
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

4.0 The increased voluntary payments referenced in section 1.0 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

5.0 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for

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3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

6.0 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the Illinois State Treasury. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the Illinois State Treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

7.0 Any payments made hereunder shall be subject to the annual threshold set forth in the remedy plan.

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Attachment Two

Performance Measures with Remedy Limits

Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within “X” Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within ‘X’ Hours of Completion of Maintenance Trouble Ticket (PM MI14)

Measurements That Are Subject To Per Measure Damages or Assessments

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

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Attachment Three

Performance Measures Subject to Tier 1 and Tier 2 Damages/Assessments Identified as High, Medium, and Low

Note: For the State of Michigan, Performance Measures Subject to Tier 1 and Tier 2 Damages are at the Medium level.

Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
Low	Med	High	Low	Med	High

Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓	-	-	-	X	-
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓	-	-	-	X	-
2. Percent Responses Received Within "X" Seconds-OSS Interfaces	✓	-	-	-	X	-
4. OSS Interface Availability	-	-	-	-	-	X
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days	✓	-	-	-	X	-
5.2 Percentage of Unsolicited FOCs by Reason Code	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
7. % Mechanized Completions Ret'd w/i 1 Hr of Completion in Ordering System	-	-	-	-	-	-
7.1 Percent Mechanized Completions Returned Within 1 Day Of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions	-	-	-	-	-	-
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within "X:" Hours	-	✓ -	-	-	-	-
10.4 Percent of Orders Given Jeopardy Notices	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X	-	-
13. Order Process Percent Flow Through	✓	-	-	-	-	X
13.1 Total Order Process Flow Through	-	-	-	-	-	-

Billing

14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage	-	-	-	-	-	-

Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	-	-	-	-	-	-
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
22.1. Mechanized Customer Production Support Center Grade of Service	-	-	-	-	-	-
24.1 Average Time Placed on Hold at LOC	-	-	-	-	-	-
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X

Provisioning – Resale POTS and UNE-P

27. Mean Installation Interval	-	-	-	-	-	-
28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date	-	-	✓	-	-	X
29. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
33. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days	-	-✓	-	-	-	-
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On the Completion Date	-	-	-	-	-	-

Maintenance – Resale POTS and UNE-P

37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (Percent of Trouble Reports with No Access)	-	-	-	-	-	-

Provisioning – Resale Specials

43. Average Installation Interval	-	-	-	-	-	-
44. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
45. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
46. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
48. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		-✓	-	-	-	-

Maintenance – Resale Specials

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency		-	-	-	-	-
54.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	

Provisioning – UNE

55. Average Installation Interval	-	-	-	-	-	-
55.2 Average Installation Interval - LNP w/ Loop	-	-	-	-	-	-
55.3 Percent DSL-capable loop orders requiring the removal of load coils and/or repeaters.	-	-	-	-	-	-
56. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
56.1. Percent Installations Completed Within the Customer Requested Due Date for Loop with LNP	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
58. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
59. Percent Trouble Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		✓ -	-	-	-	-

Maintenance – UNE

65. Trouble Report Rate						
65.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
69. Percent Repeat Reports	-	-	✓	-	-	X

Interconnection Trunks

70. Percent Trunk Blockage (Call Blockage)	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
70.2 Percent Trunk Blockage (Trunk Groups)	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
73. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
74. Average Delay Days For Missed Due Dates	-	-	-	-	-	-
75. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval	-	-	-	-	-	-

Directory Assistance and Operator

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

Services

79. Directory Assistance Grade Of Service	-	-	-	-	-	-
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service	-	-	-	-	-	-
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned	-	-	-	-	-	-

Local Number Portability (LNP)

91. Percent LNP Only Orders within the Customer Requested Due Date	-	-	✓	-	-	X
92. Percent of Time the Old Service Provider Releases Subscription Prior to the Expiration of the Second 9-hour timer	-	-	-	-	-	-
93. Percent of time Customer Accounts Restructured by the LNP Only Completion Date	✓	-	-	-	-	-
96. Percent Premature Disconnects for LNP Orders	✓	-	-	-	-	-
97. Percent of Time SBC/Ameritech applies the 10-digit Trigger Prior to the LNP Order Due date.	-	-	✓	-	-	X
98. Percent LNP Trouble Reports within 30 days of Installation	-	-	✓	-	-	X
99. Average Delay Days for SBC/Ameritech Missed Due Dates.(For Stand-Alone LNP Orders)	-	-	-	-	-	-
100. Average Time of Out of Service for LNP conversions	-	-	✓	-	-	X
101. Percent Out of Service < 60 Minutes	-	✓	-	-	X	-

911

102. Average Time To Clear Errors (Facility Based Providers)	✓	-	-	-	-	-
103. Percent Accuracy for 911 database updates (Facility Based Providers)	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to Unlock the 911 record	-	-	-	-	-	-

Poles, Conduit, and Rights of Way

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

105. Percentage of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-

Collocation

107. Percentage Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SBC/Ameritech Missed Due Dates	✓	-	-	-	-	-
109. Percent of requests processed within the tariffed timelines	✓	-	-	-	-	-

Directory Assistance Database

110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. Percentage DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. Percentage of Electronic Updates that Flow Through the update process without Manual intervention	✓	-	-	-	-	-

Coordinated Conversions

114. Percent Pre-mature Disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP w/Loop Provisioning Interval	-	✓	-	-	X	-
115. Percentage of SBC/Ameritech caused delayed Coordinated Cutovers	✓	-	-	-	-	-
115.1 Percent Provisioning Trouble Reports	-	-	✓	-	-	X
115.2 Percent Mean Time to Restore - Provisioning Trouble Reports (PTR)	-	-	-	-	-	-

NXX

117. Percent NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair	-	-	✓	-	-	X

Bona Fide Request Process (BFRs)

120. Percentage of requests processed	-	-	-	-	-	-
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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
within 45 business days						
121. Percentage of Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X

Additional Measures

124. Timely Resolution of Significant Software Failures Related With Releases	-	-	✓	-	-	X
124.1 Test Environment Availability	-	-	-	-	-	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓ -	-	-	-	-	-
MI-3 Coordinated Conversions Completed within One Hour of the Scheduled Time	-	-	-	-	-	-
MI-4 Average Time to Provide a Collocation Arrangement	-	-	-	-	-	-
MI-5 Structure Requests Completed Outside of Interval	-	-	-	-	-	-
MI-9 Percent Missing FOCs	-	-	-	-	-	-
MI-10 Percent Time-Out Transactions	-	-	-	-	-	-
MI-11 Average Interface Outage Notification	-	-	-	-	-	-
MI-12 Average Time to Clear Service Order Areas	-	-	-	-	-	-
MI-13 Percent Mechanized Line Loss Notifications returned within 1 Day of Work Completion	✓	-	-	X	-	-
MI-13.1 Average Delay Days for Mechanized Line Loss Notifications	-	-	-	-	-	-
MI-14 Percent Completion Notifications Returned within "X" Hours of Completion of Maintenance Trouble Tickets	✓	-	-	-	-	-
MI-15 Change Management	-	-	-	X	-	-
MI-16 Percentage Rejected Query Notices	-	-	-	-	-	-
WI-1 Percent No-Access for UNE Loops - Provisioning	-	-	-	-	-	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-	-	-	-	-	-
WI-9 Percent Facility Modification Orders	-	-	-	-	-	-
C WI-1 Average Delay In Original FOC Due Date Due to FMOD Delay Notice	-	-	-	-	-	-

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
C WI-4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information	-	-	✓	-	-	-
C WI-5 Percentage of Protectors Not Moved After Technician Visit	-	-	✓	-	-	X
C WI-6 Percent Form A Received Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-7 Percent Forms B, C, D, and E Received Within 72 Hours of Form A (FMOD)	-	-	✓	-	-	X
C WI-8 Percent FOC with New Due Date Returned Within 24 Hours of Form B (FMOD)	✓	-	-	-	✓	-
C WI-9 Percent Form C Quote Returned Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-11 Percentage of Due Dates Met (FMOD)	-	-	✓	-	-	X
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓ -	-	-	-	-	-

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Attachment Four

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, Ameritech can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, Ameritech would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the percentage of days that Ameritech misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. Ameritech will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and three, Ameritech would pay damages on 35 (20+15) missed days. In this example, Ameritech would pay $35 \times (95\% - 90\%) \times 150 = \262.50
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the State Treasury.

**SCHEDULE - LAWFUL UNE COMBINATIONS
(Indiana)**

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING (KANSAS)

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APPENDIX PRICING (KANSAS)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T KANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T KANSAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T KANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T KANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Zone:</u>	<u>Rate Group</u>	<u>Description:</u>
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

- 1.9 AT&T KANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T KANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated

pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T KANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T KANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T KANSAS' current generic contract rate for the Product or Service set forth in AT&T KANSAS' applicable state-specific generic pricing schedule as published on AT&T KANSAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T KANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T KANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T KANSAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T KANSAS for that Product or Service and incorporated into AT&T KANSAS' current state-specific generic pricing schedule as published on AT&T KANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T KANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T KANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T KANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T KANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T KANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T KANSAS 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 KANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T KANSAS network, without any changes to AT&T KANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T KANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT KANSAS
June 16, 2006

APPENDIX PRICING
ATT KS/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 20.49	\$ 10.25
	2-Wire Analog Zone 1 (Rural)	U21	\$ 23.34	\$ 28.45	\$ 13.55
	2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.64	\$ 28.45	\$ 13.55
	2-Wire Analog Zone 3 (Urban)	U21	\$ 11.86	\$ 28.45	\$ 13.55
	Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81	\$ 22.76	\$ 8.58
	4-Wire Analog Zone 1(Rural)	U4H	\$ 41.76	\$ 47.60	\$ 23.00
	4-Wire Analog Zone 2 (Suburban)	U4H	\$ 23.94	\$ 47.60	\$ 23.00
	4-Wire Analog Zone 3 (Urban)	U4H	\$ 19.44	\$ 47.60	\$ 23.00
	2-Wire Digital Zone 1(Rural)	U2Q	\$ 40.69	\$ 15.03	\$ 6.22
	2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 29.50	\$ 15.03	\$ 6.22
	2-Wire Digital Zone 3 (Urban)	U2Q	\$ 32.66	\$ 15.03	\$ 6.22
	DS1 Loop Zone 1(Rural)	U4D1X	\$ 88.48	\$ 68.40	\$ 27.25
	DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 70.26	\$ 68.40	\$ 27.25
	DS1 Loop Zone 3 (Urban)	U4D1X	\$ 64.78	\$ 68.40	\$ 27.25
	DS3 Loop Zone 1 (Rural)	U4D3X	\$ 953.29	\$ 776.69	\$ 343.67
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 946.01	\$ 776.69	\$ 343.67
	DS3 Loop Zone 3 (Urban)	U4D3X	\$ 709.30	\$ 776.69	\$ 343.67
DSL Capable Loops					
2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 23.34	\$23.06	\$10.88
	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.64	\$23.06	\$10.88
	PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 11.86	\$23.06	\$10.88
	PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 23.34	\$23.06	\$10.88
	PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.64	\$23.06	\$10.88
	PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 11.86	\$23.06	\$10.88
	PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 23.34	\$23.06	\$10.88
	PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.64	\$23.06	\$10.88
	PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 11.86	\$23.06	\$10.88
	PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 23.34	\$23.06	\$10.88
	PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.64	\$23.06	\$10.88
	PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 11.86	\$23.06	\$10.88
	PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 23.34	\$23.06	\$10.88
	PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.64	\$23.06	\$10.88
	PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 11.86	\$23.06	\$10.88
	PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 23.34	\$23.06	\$10.88
	PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.64	\$23.06	\$10.88
	PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 11.86	\$23.06	\$10.88
4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 41.76	\$ 47.60	\$ 23.00
	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 23.94	\$ 47.60	\$ 23.00
	PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 19.44	\$ 47.60	\$ 23.00
IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 32.21	\$15.03	\$ 6.22
	IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 18.82	\$15.03	\$ 6.22
	IDSL Loop Zone 3 (Urban)	UY5FX	\$ 16.37	\$15.03	\$ 6.22
Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A
	Loop Qualification Process - Manual	NRBXU	N/A	\$ 25.65	N/A
DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$610.45	N/A
	Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$610.45	N/A
	Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$0.00	\$ -
	Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$849.59	N/A
	Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$790.35	N/A
	Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ -	\$ -
	Removal of Excessive Bridged Taps	NRBXW	None	\$748.54	N/A
	Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$552.22	N/A

UNE AECN:
RESALE AECN:
ACNA:

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Date Prepared:

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$0.00	\$0.00
	Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$1,108.76	N/A
	Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$750.96	N/A
	Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$0.00	\$0.00
	Removal of Load Coils	NRBXZ	None	\$883.94	N/A
	Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$567.37	N/A
	Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ -	\$ -
Removal of All Bridged Tap RABT- MMP			None		
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	552.22	None
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	936.67	None
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	552.22	\$ 552.22
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	552.22	\$ 552.22
DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 3.26	\$ 17.29	\$ 9.90
	2-Wire DSL Non-Shielded Cross Connect Loop to Collocation (w/o testing)	UCX92	\$ 0.24	\$ 13.69	\$ 7.43
	4-Wire DSL Non-Shielded Cross Connect Loop to Collocation (w/o testing)	UCX94	\$ 0.48	\$ 20.45	\$ 13.80
LST	LST performed on CODSLAM Loop	URCLD	none	\$ 186.32	None
	LST performed on Sub Loop	URCLB	none	\$ 170.17	None
	Simple LST in the Feeder Cable ***4	PENDING	None	\$51.45	\$ 24.60
	Simple LST in the Distribution Cable ***4	PENDING	None	\$39.45	\$ 18.46
	Complex LST in the Feeder Cable ***4	PENDING	None	\$102.85	\$ 74.17
	Complex LST in the Distribution Cable ***4	PENDING	None	\$90.85	\$ 68.04
Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.47	\$ 17.29	\$ 17.29
	2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.24	\$ 17.29	\$ 17.29
	4-Wire Analog Loop to Collocation	UCXC4	\$ 2.95	\$ 41.63	\$ 35.73
	4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.48	\$ 41.63	\$ 35.73
	2-Wire Digital Loop to Collocation	(UCXC2) Pending	\$ 2.95	\$ 17.29	\$ 17.29
	2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	\$ 0.48	\$ 17.29	\$ 17.29
	2-wire Analog Loop to Analog Line Port	UDLX2	\$1.47	NA	NA
		under development	\$1.47	\$ 35.83	\$ 29.44
	2-wire Analog Loop to Analog DID Trunk Port	RECB2	\$1.47	NA	NA
	2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRFR5	NA	\$ 35.83	\$ 29.44
	2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	NRFR7	NA	\$ 35.83	\$ 29.44
	DS1 Loop to Collocation	UDLY4	\$ 11.30	\$ 46.65	\$ 32.15
	DS3 Loop to collocation	UCXBX	\$ 25.64	\$ 143.08	\$ 100.07
Sub-Loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 2.38	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.95	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.64	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 40.50	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 13.53	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 9.58	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 45.29	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.00	None	None
	ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$ 13.78	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 38.64	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 12.02	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 7.43	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 43.43	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.49	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 11.63	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.92	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.60	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.33	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 4.76	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 3.89	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 5.28	None	None

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 81.01	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 27.06	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 19.17	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 90.58	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 36.00	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 27.56	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 77.28	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 24.05	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 14.86	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 86.85	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.99	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 23.26	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 9.84	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 9.20	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 8.66	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 2.37	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.94	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.60	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 40.50	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 13.53	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 9.54	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 45.29	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.00	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 13.74	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 38.63	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 12.02	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 7.39	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 43.42	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.49	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 11.58	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.92	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.60	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.33	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 4.75	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 3.89	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 5.19	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 81.00	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 27.05	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 19.08	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 90.57	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.99	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 27.48	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 77.27	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 24.04	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 14.77	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 86.84	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.98	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 23.17	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 9.84	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 9.20	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 8.66	None	None
Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 295.96	\$ 112.32
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 296.99	\$ 113.36
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 295.96	\$ 112.32
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 296.99	\$ 113.36
Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 51.89	\$136.65	\$ 78.80
	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 44.59	\$136.65	\$ 78.80
	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 40.78	\$136.65	\$ 78.80
	DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 46.86	\$136.65	\$ 78.80
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 1.53	None	None
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.72	None	None
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.32	None	None

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.35	None	None
	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	None	\$158.10	\$ 97.75
	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 596.55	\$158.10	\$ 97.75
	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 478.64	\$158.10	\$ 97.75
	DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 512.30	\$158.10	\$ 97.75
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	None	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 17.51	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 12.83	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.85	None	None
Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 7.12	\$ 98.50	\$ 80.30
	DS3 to Collocation	UCXJX	\$ 25.64	\$ 68.75	\$ 50.55
Multiplexing	DS1 to VG	UM4BX	\$ 119.03	\$ 288.90	\$ 187.70
	DS3 to DS1	UM4AX	\$ 359.83	\$ 1,736.35	\$ 1,202.10
Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 74.83	\$ 340.24	\$ 340.24
	Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.004400	None	None
	Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.003850	None	None
	Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.003770	None	None
	Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 1.71	\$ 59.97	\$ 59.97
	Dark Fiber - Interoffice Inquiry	NR9D6	NA	\$ 656.67	\$ 656.67
Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.57	\$ 92.05	\$ 73.25
	2-wire Analog Loop to POA - Method 2	UXRA2	\$ 0.65	\$ 92.05	\$ 73.25
	2-wire Analog Loop to POA - Method 3	UXRA3	\$ 0.77	\$ 92.05	\$ 73.25
Routine Modifications	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA
Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 12.35	None
	Manual Change - Simple	NRBUO	None	\$ 12.35	None
	Manual Record - Simple	NRBUU	None	\$ 12.35	None
	Manual Disconnect - Simple	NRBUW	None	\$ 12.35	None
	Manual Suspend - Simple	NRBJZ	None	\$ 12.35	None
	Manual Restore - Simple	NRBJ9	None	\$ 12.35	None
	Manual Expedited - Simple	NRMV1	None	\$ 12.35	None
	Manual Customer Not Ready - Simple	NRMV5	None	\$ 12.35	None
	Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 12.35	None
	Manual New - Complex	NRBUR	None	\$ 12.35	None
	Manual Change - Complex	NRBUP	None	\$ 12.35	None
	Manual Record - Complex	NRBUV	None	\$ 12.35	None
	Manual Disconnect - Complex	NRBUX	None	\$ 12.35	None
	Manual Suspend - Complex	NRBJ7	None	\$ 12.35	None
	Manual Restore - Complex	NRBJ8	None	\$ 12.35	None
	Manual Expedited - Complex	NRMV2	None	\$ 12.35	None
	Manual Customer Not Ready - Complex	NRMV6	None	\$ 12.35	None
	Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 12.35	None
	Electronic New - Simple	NR9W2	None	\$ 2.35	None
	Electronic New - Complex	NRBGX	None	\$ 77.53	None
	Electronic Change - Simple	NR9GG	None	\$ 2.35	None
	Electronic Change - Complex	NR9G8	None	\$ 77.53	None
	Electronic Record - Simple	NR9GU	None	\$ 2.35	None
	Electronic Record - Complex	NR9G7	None	\$ 4.90	None
	Electronic Disconnect - Simple	NR9GZ	None	\$ 2.35	None
	Electronic Disconnect - Complex	NR9G9	None	\$ 26.50	None
	Electronic Suspend - Simple	NRBJ5	None	\$ 2.35	None
	Electronic Restore - Simple	NRBJ6	None	\$ 2.35	None
	Electronic Expedited - Simple	NRMV7	None	\$ 2.35	None
	Electronic Expedited - Complex	NRMVX	None	\$ 2.35	None
	Electronic Customer Not Ready - Simple	NRMV9	None	\$ 2.35	None
	Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.35	None
	Electronic Due Date Change or Cancellation Simple -	NRMV8	None	\$ 2.35	None
	Electronic Due Date Change or Cancellation Compl,ex	NRMVZ	None	\$ 2.35	None
	PIC Change Charge	NRBL9	None	\$ 5.00	None
Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.40	None	None
	Directory Assistance (DA) - per call	ZZUO4	\$ 0.40	None	None
	Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None

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Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None
	National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None
	Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.60	None	None
	Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
	Directory Assistance - Branding Per call	ZZUCB	\$ 0.030	None	None
	Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 5,000.00	None
	Directory Assistance - Rate Reference - Subsequent Load	NRBDM	None	None	\$ 1,500.00
	Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None
	Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None
	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.60	None	None
	Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None
	Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None
	Reverse Directory Assistance (RDA)	ZZUO9	\$ 0.65	None	None
Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None
	Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	0.03	None	None
Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None
	Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000287	None	None
BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None
	Per local message	Not Applicable	\$ 0.080	None	None
Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None
	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.0020	None	None
	Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.0050	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.0070	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.0100	None	None
Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None
	CH billing message - per message	Not Applicable	\$ 0.050	None	None
Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$62.34	\$ 29.97
	Overtime - per half hour	MVV	None	\$77.80	\$ 37.70
	Premium Time - per half hour	MVV	None	\$93.25	\$ 45.42
Time and Materials Charges	Basic Time - per half hour	ALK, ALT,ALH	None	\$62.34	\$ 29.97
	Overtime - per half hour	ALK, ALT,ALH	None	\$77.80	\$ 37.70
	Premium Time - per half hour	ALK, ALT,ALH	None	\$93.25	\$ 45.42
Pole and Duct (Structure)	Poles (\$/attachment/yr.)* ##		\$ 1.14		
	Per Foot Conduit Occupancy Fees ##				
	Full Duct (\$/ft/yr.)		\$ 0.60		
	Half Duct (\$/ft/yr.)		\$ 0.30		
	Contract Administration Fee			\$ 125.00	
	Administrative Record-Keeping Fee			\$ 125.00	
	Unauthorized Attachment Fee			5 Times the Annual Rate per Pole	
	Unauthorized Occupancy Fee			5 Times the Annual Rate per Conduit Foot	
	* For(1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
	## 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 CLEC no later than November 1st for the succeeding year.				
INTERCARRIER COMPENSATION					
	Long-Term Local Bill and Keep Arrangements for "In-Balance"Section 251(b)(5) Traffic and ISP-Bound Traffic				
End Office Local Termination - Zone 1 Rural					
	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None

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End Office Local Termination - Zone 2 Suburban				None	None
	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None
End Office Local Termination - Zone 3 Urban				None	None
	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None
Tandem Switching		ZZUR1	\$0.00	None	None
Common Transport				None	None
	Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Interzone	ZZUST	\$0.00	None	None
	Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Interzone	ZZURF	\$0.00	None	None
	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
Rate for Presumed ISP-Bound Traffic as per FCC 01-131, per MOU			\$ 0.0007	None	None
Optional EAS Transport and Termination per MOU		ZZUR2	\$ 0.021000	None	None
RESALE - Uniform Rate Structure Business					
LOCAL EXCHANGE SERVICE					
	Business 1 Party		21.60%	21.60%	NA
	Business - Multi-Line		21.60%	21.60%	NA
	Business Message Rate 1-Party		21.60%	21.60%	NA
	Customer Operated Pay Telephone Service		21.60%	21.60%	NA
	Line Amplifier		21.60%	21.60%	NA
	Public Response Calling Service		21.60%	21.60%	NA
	Telephone Answering and Secretarial Service		21.60%	21.60%	NA
	Service Connections, Move and Changes		21.60%	21.60%	NA
EXPANDED LOCAL CALLING					
	Mandatory Extend Local Calling		21.60%	21.60%	NA
	Basehor Optional Calling Area		21.60%	21.60%	NA
	MetroPlus		21.60%	21.60%	NA
VERTICAL SERVICES					
	Auto Redial		21.60%	21.60%	NA
	Call Blocker		21.60%	21.60%	NA
	Call Forwarding		21.60%	21.60%	NA
	Call Forwarding - Busy Line		21.60%	21.60%	NA
	Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA
	Call Forwarding - Don't Answer		21.60%	21.60%	NA
	Call Return		21.60%	21.60%	NA
	Call Trace		21.60%	21.60%	NA
	Call Waiting		21.60%	21.60%	NA
	Calling Name		21.60%	21.60%	NA
	Calling Number		21.60%	21.60%	NA
	Personalized Ring (1 dependent number)		21.60%	21.60%	NA
	Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA
	Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA
	Priority Call		21.60%	21.60%	NA
	Remote Access to Call Forwarding		21.60%	21.60%	NA
	Selective Call Forwarding		21.60%	21.60%	NA
	Simultaneous Call Forwarding		21.60%	21.60%	NA

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	Speed Calling		21.60%	21.60%	NA
	Three Way Calling		21.60%	21.60%	NA
DID					
	DID (First Block of 100 - Category 1)		21.60%	21.60%	NA
	DID (First Block of 10 - Category 1)		21.60%	21.60%	NA
	DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	NA
	DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	NA
	DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	NA
	DID (with Multifrequency)		21.60%	21.60%	NA
	DID (with Dual-Tone Multifrequency)		21.60%	21.60%	NA
	DID (1st 10 Trunks or access lines)		21.60%	21.60%	NA
	DID (11th thru 50th trunk or network access line)		21.60%	21.60%	NA
	DID (51st trunk or network access line)		21.60%	21.60%	NA
TRUNKS					
	Analog Trunks		21.60%	21.60%	NA
	Hotel/Motel Trunks		21.60%	21.60%	NA
	Digital Trunks		21.60%	21.60%	NA
AIN					
	Area Wide Networking		21.60%	21.60%	NA
	Caller Intellidata		21.60%	21.60%	NA
	Disaster Routing Service		21.60%	21.60%	NA
	Intelligent Redirectsm		21.60%	21.60%	NA
	Positive ID		21.60%	21.60%	NA
OTHER					
	Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA
	Busy Out Arrangements		21.60%	21.60%	NA
	Conference Telephone Service		21.60%	21.60%	NA
	Customer Alerting Enablement		21.60%	21.60%	NA
	Grandfathered Services		21.60%	21.60%	NA
	Hot Line		21.60%	21.60%	NA
	Hunting		21.60%	21.60%	NA
	Improved Data Transmission		21.60%	21.60%	NA
	Intercept Referral Service		21.60%	21.60%	NA
	Local Operator Assistance Service		21.60%	21.60%	NA
	Night Number associated with Telephone Number		21.60%	21.60%	NA
	Night Number associated with a Terminal		21.60%	21.60%	NA
	Promotions (Greater than 90 days)		21.60%	21.60%	NA
	Preferred Number Service		21.60%	21.60%	NA
	Second Line Control		21.60%	21.60%	NA
	Selective Call Acceptance		21.60%	21.60%	NA
	Telebranch®		21.60%	21.60%	NA
	TouchTone		21.60%	21.60%	NA
	Voice Dial		21.60%	21.60%	NA
	Warm Line		21.60%	21.60%	NA
Data Services					
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA
	PBX Trunks		21.60%	21.60%	NA
	Mult-Service Optical Network (MON)		21.60%	21.60%	NA
	OCn-PTP		21.60%	21.60%	NA
	DS3		21.60%	21.60%	NA
ISDN					
	Digilinesm (ISDN BRI)		21.60%	21.60%	NA
	Select Video Plus®		21.60%	21.60%	NA
	Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA
	SuperTrunk		21.60%	21.60%	NA

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT KANSAS
June 16, 2006

APPENDIX PRICING
ATT KS/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
TOLL					
	IntraLATA MTS		21.60%	21.60%	NA
	MaxiMizer 800®		21.60%	21.60%	NA
	OutWATS		21.60%	21.60%	NA
	800 Service		21.60%	21.60%	NA
OPTIONAL TOLL CALLING PLANS					
	1+ SAVERsm		21.60%	21.60%	NA
	1+Saver Direct		21.60%	21.60%	NA
	Optional Community Calling Service		21.60%	21.60%	NA
PLEXAR®					
	Plexar I®		21.60%	21.60%	NA
	Plexar II®		21.60%	21.60%	NA
	Plexar Custom®		21.60%	21.60%	NA
PRIVATE LINE					
	Analog Private Lines		21.60%	21.60%	NA
	Announcement Distribution Services		21.60%	21.60%	NA
	Foreign Exchange Service		21.60%	21.60%	NA
	Foreign Serving Office		21.60%	21.60%	NA
	Frame Relay		21.60%	21.60%	NA
	Group Alerting Services		21.60%	21.60%	NA
	MicroLink I®		21.60%	21.60%	NA
	MicroLink II®		21.60%	21.60%	NA
	MultiPoint Video		21.60%	21.60%	NA
	Network Reconfiguration Service		21.60%	21.60%	NA
	Public Response Calling Service		21.60%	21.60%	NA
	Service Loop Facility Modification Service		21.60%	21.60%	NA
Residence					
LOCAL EXCHANGE SERVICE					
	Life Line and Link Up America Services		21.60%	21.60%	NA
	Residence 1 Party		21.60%	21.60%	NA
	Residence Measured		21.60%	21.60%	NA
	Residence Flat Rate Trunks		21.60%	21.60%	NA
	Urban Mileage		21.60%	21.60%	NA
	Service Connections, Move and Changes		21.60%	21.60%	NA
EXPANDED LOCAL CALLING					
	Mandatory Extend Local Calling		21.60%	21.60%	NA
	Basehor Optional Calling Area		21.60%	21.60%	NA
	MetroPlus		21.60%	21.60%	NA
VERTICAL SERVICES					
	Auto Redial		21.60%	21.60%	NA
	Call Blocker		21.60%	21.60%	NA
	Call Forwarding		21.60%	21.60%	NA
	Call Forwarding - Busy Line		21.60%	21.60%	NA
	Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA
	Call Forwarding - Don't Answer		21.60%	21.60%	NA
	Call Return		21.60%	21.60%	NA
	Call Trace		21.60%	21.60%	NA
	Call Waiting		21.60%	21.60%	NA
	Calling Name		21.60%	21.60%	NA
	Calling Number		21.60%	21.60%	NA
	Personalized Ring (1 dependent number)		21.60%	21.60%	NA
	Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA
	Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA
	Priority Call		21.60%	21.60%	NA
	Remote Access to Call Forwarding		21.60%	21.60%	NA
	Selective Call Forwarding		21.60%	21.60%	NA

UNE AECN:
RESALE AECN:
ACNA:

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Date Prepared:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT KANSAS
June 16, 2006

APPENDIX PRICING
ATT KS/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Simultaneous Call Forwarding		21.60%	21.60%	NA
	Speed Calling		21.60%	21.60%	NA
	Three Way Calling		21.60%	21.60%	NA
ISDN					
	Digiline		21.60%	21.60%	NA
OTHER					
	Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA
	Conference Telephone Service		21.60%	21.60%	NA
	Customer Alerting Enablement		21.60%	21.60%	NA
	Grandfathered Services		21.60%	21.60%	NA
	Hot Line		21.60%	21.60%	NA
	Improved Data Transmission		21.60%	21.60%	NA
	Intercept Services		21.60%	21.60%	NA
	Local Operator Assistance Service		21.60%	21.60%	NA
	Promotions (Greater than 90 days)		21.60%	21.60%	NA
	Preferred Number Service		21.60%	21.60%	NA
	Second Line Control		21.60%	21.60%	NA
	Selective Call Acceptance		21.60%	21.60%	NA
	TouchTone		21.60%	21.60%	NA
	Voice Dial		21.60%	21.60%	NA
	Warm Line		21.60%	21.60%	NA
OTHER (Resale)					
	Directory Assistance / Operator Services				
	Directory Assistance Services		21.60%	NA	NA
	Local Operator Assistance Service		21.60%	NA	NA
	National Directory Assistance (NDA), per call	ZZU05	\$0.65	NA	NA
	National Directory Assistance (NDA), per call	ZZU06	\$0.65	NA	NA
	Reverse Directory Assistance (RDA), per call	ZZU08	\$0.65	NA	NA
	Reverse Directory Assistance (RDA), per call	ZZU09	\$0.65	NA	NA
	Business Category Search (BCS), per call	ZZU0B	\$0.65	NA	NA
	Directory Assistance Call Completion (DACC) - per call	ZZU07	\$0.15	NA	NA
	OS/DA Automated Call Greeting and References / Rates				
	Branding - Other - Initial/Subsequent Load, per switch	NRBDG	None	\$ 1,800.00	\$ 1,800.00
	Brand and Reference/Rate Look Up, per OS/DA call	ZZUCB	\$0.03	None	None
	Rate Reference - Initial Load, per state, per OCN	NRBDL	None	\$ 5,000.00	None
	Rate Reference - Subsequent Load, per state, per OCN	NRBDM	None	None	\$ 1,500.00
TOLL					
	900 Call Restriction		21.60%	21.60%	NA
	Home 800sm		21.60%	21.60%	NA
	IntraLATA MTS		21.60%	21.60%	NA
OPTIONAL TOLL CALLING PLANS					
	1+ SAVERsm		21.60%	21.60%	NA
	1+Saver Direct		21.60%	21.60%	NA
	Optional Community Calling Service		21.60%	21.60%	NA
	900 Call Restriction		21.60%	21.60%	NA
	Access Services		0.00%	0.00%	NA
	Additional Directory Listings		21.60%	21.60%	NA
	Bill Plus		5.00%	5.00%	NA
	Company Initiated Suspension Service		0.00%	0.00%	NA
	Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA
	Consolidated Billing		5.00%	5.00%	NA
	Construction Charges		0.00%	0.00%	NA
	Customer Initiated Suspension Service		0.00%	0.00%	NA
	Exchange Connection Service		0.00%	0.00%	NA
	Information Delivery Service		0.00%	0.00%	NA

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
ATT KANSAS
June 16, 2006

APPENDIX PRICING
ATT KS/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Intellinumber		21.60%	21.60%	NA
	IntraLATA Internet Access Plan		0.00%	0.00%	NA
	Maintenance of Service Charges		0.00%	0.00%	NA
	Prepaid Calling Cards		21.60%	21.60%	NA
	Shared Tenant Service		0.00%	0.00%	NA
	Shared Use Service		0.00%	0.00%	NA
	Telecommunications Service Priority Systems		0.00%	0.00%	NA
	TeleKansas		0.00%	0.00%	NA
	Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA
	Toll Restriction		21.60%	21.60%	NA
	Wireless Carrier Interconnection Services		0.00%	0.00%	NA
Electronic Billing Information Data (daily usage) per message			0.003	NA	NA
Conversion Charges below based upon Docket 97-SCCC-149-GIT					
	Simple conversion charge per billable number-manual		NA	12.35	NA
	Simple conversion charge per billable number-electronic		NA	2.35	NA
	Complex conversion charge per billable number-manual		NA	12.35	NA
	Complex conversion charge per billable number-electronic			2.35	NA

APPENDIX WP EXHIBIT 1 AT&T KANSAS

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$1,905.11	
Lawrence			\$1,905.11	
Topeka			\$1,905.11	
Wichita			\$1,905.11	
Abilene			\$115.58	
Arkansas City			\$115.58	
Atchison			\$115.58	
Dodge City			\$115.58	
Butler/Greenwood			\$115.58	
Emporia			\$115.58	
Fort Scott			\$115.58	
Garden City			\$115.58	
Great Bend			\$115.58	
Hays			\$115.58	
Hutchinson			\$115.58	
Leavenworth			\$115.58	
Liberal			\$115.58	
Manhattan			\$115.58	
McPherson			\$115.58	
Newton			\$115.58	
Ottawa			\$115.58	
Salina			\$115.58	
Wellington			\$115.58	
Beloit			\$90.80	
Cheney			\$90.80	
Clay Center			\$90.80	
Colby			\$90.80	
Concordia			\$90.80	
Ellsworth			\$90.80	
Herington			\$90.80	
Marysville			\$90.80	
Norton			\$90.80	
South Central KS			\$90.80	
Southeast KS			\$90.80	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND/OR AT&T
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **AT&T SOUTHWEST REGION 5-STATE**'s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T SOUTHWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **AT&T SOUTHWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (MICHIGAN)

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APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T MICHIGAN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T MICHIGAN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T MICHIGAN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 AT&T MICHIGAN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T MICHIGAN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T MICHIGAN provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T MICHIGAN's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T MICHIGAN's current generic contract rate for the Product or Service set forth in AT&T MICHIGAN's applicable state-specific generic pricing schedule as published on AT&T MICHIGAN's CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T MICHIGAN may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T MICHIGAN's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T MICHIGAN's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T MICHIGAN for that Product or Service and incorporated into AT&T MICHIGAN's current state-specific generic pricing schedule as published on AT&T MICHIGAN's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T MICHIGAN provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T MICHIGAN shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T MICHIGAN shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T MICHIGAN's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T MICHIGAN's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 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 MICHIGAN 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 MICHIGAN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T MICHIGAN network, without any changes to AT&T MICHIGAN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T MICHIGAN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
	NETWORK ELEMENTS					
	Loops					
	Loops					
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$ 14.20		See NRC prices below	
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$ 10.77		See NRC prices below	
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$ 9.13		See NRC prices below	
4	Conditioning for dB Loss					
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$ 14.47		See NRC prices below	
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$ 11.05		See NRC prices below	
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$ 9.26		See NRC prices below	
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$ 14.47		See NRC prices below	
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$ 11.05		See NRC prices below	
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$ 9.26		See NRC prices below	
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$ 14.72		See NRC prices below	
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$ 11.32		See NRC prices below	
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$ 9.45		See NRC prices below	
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$ 15.88		See NRC prices below	
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$ 12.57		See NRC prices below	
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$ 10.35		See NRC prices below	
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$ 33.16		See NRC prices below	
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$ 26.66		See NRC prices below	
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$ 21.83		See NRC prices below	
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$ 19.93		See NRC prices below	
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$ 16.22		See NRC prices below	
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$ 12.66		See NRC prices below	
23	DS1 Loop - Rural (Zone C)	4U1C1-C5	\$ 51.71		See NRC prices below	
24	DS1 Loop - Suburban (Zone B)	4U1B1-B3	\$ 44.01		See NRC prices below	
25	DS1 Loop - Metro (Zone A)	4U1AA	\$ 40.65		See NRC prices below	
26	DS3 Loop - Rural (Zone C)	U4D3C	\$ 479.37		See NRC prices below	
27	DS3 Loop - Suburban (Zone B)	U4D3B	\$ 379.38		See NRC prices below	
28	DS3 Loop - Metro (Zone A)	U4D3A	\$ 321.94		See NRC prices below	
29						
30	DSL Capable Loops					
31	2-Wire xDSL Loop					
32	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.02		TBD	N/A
33	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.42		TBD	N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 9.51		TBD	N/A
35						
36	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.02		TBD	N/A
37	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.42		TBD	N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 9.51		TBD	N/A
39						
40	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.02		See NRC prices below	
41	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.42		See NRC prices below	
42	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 9.51		See NRC prices below	
43						
44	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.02		TBD	N/A
45	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.42		TBD	N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 9.51		TBD	N/A
47						
48	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.02		See NRC prices below	
49	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.42		See NRC prices below	
50	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 9.51		See NRC prices below	
51						
52	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.02		TBD	N/A
53	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.42		TBD	N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 9.51		TBD	N/A
55	4-Wire xDSL Loop					
56	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 32.35		See NRC prices below	
57	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.96		See NRC prices below	
58	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 17.51		See NRC prices below	
59	IDSL Capable Loop					
60	IDSL Loop Access Area C - Rural	UY5FC	\$ 19.93		See NRC prices below	
61	IDSL Loop Access Area B - Suburban	UY5FB	\$ 16.22		See NRC prices below	
62	IDSL Loop Access Area A - Metro	UY5FA	\$ 12.66		See NRC prices below	
63						
64	Loop Non-Recurring Charges					
65	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A		\$ 3.62	N/A
66	Service Order- Disconnect	NR9OE	N/A		\$ 1.77	N/A
67	Service Order- Subsequent	REAH9	N/A		\$ 3.46	N/A
68	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A		\$ 20.43	N/A
69	Loop Disconnect	NR9OG	N/A		\$ 6.71	N/A
70	Loop - Record Work Only	NR9UP	N/A		\$ 2.13	N/A
71	Loop Connection - Add/Change	REAH5	N/A		\$ 20.43	N/A
72	DS0 - Service Non-Recurring					
73	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A		\$ 0.00	N/A
74	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A		\$ 74.94	N/A
75	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A		\$ 239.23	N/A
76	Administration Charge, per order - Disconnect	NR9OJ	N/A		\$ 0.00	N/A
77	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A		\$ 56.56	N/A
78	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A		\$ 82.32	N/A
79	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	PENDING			\$ 0.36	
80	Design Layout Report Date /7/	NR95O	N/A		\$ 0.00	N/A
81	Records Issue Date /7/	NR95P	N/A		\$ 0.00	N/A
82	Designed, Verified, and Assigned Date /7/	NR95Q	N/A		\$ 7.76	N/A
83	Plant Test Date /7/	NR95R	N/A		\$ 52.27	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
84	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING				
85	Design Layout Report Date /7/	NR95S	N/A		\$0.00	N/A
86	Records Issue Date /7/	NR95T	N/A		\$0.00	N/A
87	Designed, Verified, and Assigned Date /7/	NR95U	N/A		\$0.00	N/A
88	Plant Test Date /7/	NR95V	N/A		\$0.00	N/A
89	Due Date Change Charge, per Order, per Occasion					
90	Analog Loop /7/	NR955	N/A		\$ 3.62	N/A
91	DS0 Loop /7/	NR956	N/A		\$ 0.26	N/A
92						
93	DS1 - Service Non-Recurring Charges					
94	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OR			\$ 3.54	
95	Provisioning Charge, per circuit, Install	PENDING			\$ 63.95	
96	Administration Charge, per order - Disconnect	NR9OT			\$ 2.13	
97	Provisioning Charge, per circuit, Disconnect	PENDING			\$ 41.42	
98	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING			\$ 2.38	
99	Digital DS1 Loops - Design Layout Report Date	NR95W			\$ 15.04	
100	Digital DS1 Loops - Record Issue Date	NR95X			\$ 15.04	
101	Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y			\$ 45.33	
102	Digital DS1 Loops - Plant Test Date	NR95Z			\$ 65.75	
103	DS3 - Service Non-Recurring Charges					
104	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OY			\$ 3.54	
105	Provisioning Charge, per circuit, Install	PENDING			\$ 91.29	
106	Administration Charge, per order - Disconnect	NR9OZ			\$ 2.13	
107	Provisioning Charge, per circuit, Disconnect	PENDING			\$ 31.48	
108	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING			\$ 2.38	
109	Digital DS3 Loops - Design Layout Report Date	NR951			\$ 16.05	
110	Digital DS3 Loops - Record Issue Date	NR952			\$ 16.05	
111	Digital DS3 Loops - Designed, Verified & Assigned Date	NR953			\$ 43.27	
112	Digital DS3 Loops - Plant Test Date	NR954			\$ 66.14	
113	Service Coordination Fee, per central office /4/	UFE	\$ 5.39		N/A	N/A
114						
115	LST					
116	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$ 151.21	
117	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		\$ 133.44	
118						
119	Loop Qualification Process					
120	Loop Qualification Process - Mechanized	NR98U	N/A		\$0.00	N/A
121	Loop Qualification Process - Manual	NRBXU	N/A		\$0.00	N/A
122						
123	DSL Conditioning					
124	DSL Conditioning Options - >12KFT and < 17.5KFT					
125	Removal of Repeater Options	NRBXV	N/A		\$0.00	N/A
126	Removal Bridged Tap Option	NRBXW	N/A		\$0.00	N/A
127	Removal of Load Coil	NRBXZ	N/A		\$0.00	N/A
128	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
129	Removal of Repeater Options	NRBNL	N/A		\$0.00	N/A
130	Removal Bridged Tap Option	NRBNK	N/A		\$0.00	N/A
131	Removal of Load Coil	NRBNJ	N/A		\$0.00	N/A
132	Remove All or NON-Excessive Bridged Tap (RABT) - MMP					
133	Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRMRJ			\$ 552.22	
134	Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP			\$ 936.67	
135	Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	NRMRS			\$ 552.22	
136						
137	Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRMRM			\$ 552.22	
138						
140	SUB-LOOPS					
141	ECS to SA1 sub-loop					
142	2 Wire Analog - area A	PENDING	\$ 1.10		See NRC prices below	
143	2 Wire Analog - area B	PENDING	\$ 1.04		See NRC prices below	
144	2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below	
145	4 Wire Analog - area A	PENDING	\$ 2.11		See NRC prices below	
146	4 Wire Analog - area B	PENDING	\$ 2.00		See NRC prices below	
147	4 Wire Analog - area C	PENDING	\$ 2.11		See NRC prices below	
148	2 Wire DSL - area A	PENDING	\$ 1.07		See NRC prices below	
149	2 Wire DSL - area B	PENDING	\$ 0.99		See NRC prices below	
150	2 Wire DSL - area C	PENDING	\$ 1.04		See NRC prices below	
151	4 Wire DSL - area A	PENDING	\$ 2.12		See NRC prices below	
152	4 Wire DSL - area B	PENDING	\$ 1.96		See NRC prices below	
153	4 Wire DSL - area C	PENDING	\$ 2.05		See NRC prices below	
154	ECS to Terminal sub-loop					
155	2 Wire Analog - area A	PENDING	\$ 3.50		See NRC prices below	
156	2 Wire Analog - area B	PENDING	\$ 4.14		See NRC prices below	
157	2 Wire Analog - area C	PENDING	\$ 7.17		See NRC prices below	
158	4 Wire Analog - area A	PENDING	\$ 6.33		See NRC prices below	
159	4 Wire Analog - area B	PENDING	\$ 7.50		See NRC prices below	
160	4 Wire Analog - area C	PENDING	\$ 13.39		See NRC prices below	
161	2 Wire DSL - area A	PENDING	\$ 3.55		See NRC prices below	
162	2 Wire DSL - area B	PENDING	\$ 4.21		See NRC prices below	
163	2 Wire DSL - area C	PENDING	\$ 6.96		See NRC prices below	
164	4 Wire DSL - area A	PENDING	\$ 6.82		See NRC prices below	
165	4 Wire DSL - area B	PENDING	\$ 8.06		See NRC prices below	
166	4 Wire DSL - area C	PENDING	\$ 13.69		See NRC prices below	
167	ECS to NID sub-loop					
168	2 Wire Analog - area A	PENDING	\$ 5.17		See NRC prices below	
169	2 Wire Analog - area B	PENDING	\$ 5.95		See NRC prices below	
170	2 Wire Analog - area C	PENDING	\$ 9.21		See NRC prices below	
171	4 Wire Analog - area A	PENDING	\$ 7.97		See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line			USOC	Monthly	Initial	Additional
172		4 Wire Analog - area B	PENDING	\$ 9.12	See NRC prices below	
173		4 Wire Analog - area C	PENDING	\$ 15.47	See NRC prices below	
174		2 Wire DSL - area A	PENDING	\$ 5.27	See NRC prices below	
175		2 Wire DSL - area B	PENDING	\$ 6.07	See NRC prices below	
176		2 Wire DSL - area C	PENDING	\$ 8.95	See NRC prices below	
177		4 Wire DSL - area A	PENDING	\$ 8.65	See NRC prices below	
178		4 Wire DSL - area B	PENDING	\$ 9.86	See NRC prices below	
179		4 Wire DSL - area C	PENDING	\$ 15.84	See NRC prices below	
180	SAI to Terminal sub-loop					
181		2 Wire Analog - area A	PENDING	\$ 2.90	See NRC prices below	
182		2 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
183		2 Wire Analog - area C	PENDING	\$ 6.55	See NRC prices below	
184		4 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below	
185		4 Wire Analog - area B	PENDING	\$ 6.36	See NRC prices below	
186		4 Wire Analog - area C	PENDING	\$ 12.19	See NRC prices below	
187		2 Wire DSL - area A	PENDING	\$ 2.95	See NRC prices below	
188		2 Wire DSL - area B	PENDING	\$ 3.61	See NRC prices below	
189		2 Wire DSL - area C	PENDING	\$ 6.34	See NRC prices below	
190		4 Wire DSL - area A	PENDING	\$ 5.66	See NRC prices below	
191		4 Wire DSL - area B	PENDING	\$ 6.92	See NRC prices below	
192		4 Wire DSL - area C	PENDING	\$ 12.49	See NRC prices below	
193	SAI to NID sub-loop					
194		2 Wire Analog - area A	PENDING	\$ 4.57	See NRC prices below	
195		2 Wire Analog - area B	PENDING	\$ 5.35	See NRC prices below	
196		2 Wire Analog - area C	PENDING	\$ 8.59	See NRC prices below	
197		4 Wire Analog - area A	PENDING	\$ 6.81	See NRC prices below	
198		4 Wire Analog - area B	PENDING	\$ 7.98	See NRC prices below	
199		4 Wire Analog - area C	PENDING	\$ 14.27	See NRC prices below	
200		2 Wire DSL - area A	PENDING	\$ 4.67	See NRC prices below	
201		2 Wire DSL - area B	PENDING	\$ 5.48	See NRC prices below	
202		2 Wire DSL - area C	PENDING	\$ 8.33	See NRC prices below	
203		4 Wire DSL - area A	PENDING	\$ 7.49	See NRC prices below	
204		4 Wire DSL - area B	PENDING	\$ 8.72	See NRC prices below	
205		4 Wire DSL - area C	PENDING	\$ 14.64	See NRC prices below	
206	Terminal to NID sub-loop					
207		2 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below	
208		2 Wire Analog - area B	PENDING	\$ 2.28	See NRC prices below	
209		2 Wire Analog - area C	PENDING	\$ 2.56	See NRC prices below	
210		4 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below	
211		4 Wire Analog - area B	PENDING	\$ 2.07	See NRC prices below	
212		4 Wire Analog - area C	PENDING	\$ 2.69	See NRC prices below	
213		2 Wire DSL - area A	PENDING	\$ 2.20	See NRC prices below	
214		2 Wire DSL - area B	PENDING	\$ 2.36	See NRC prices below	
215		2 Wire DSL - area C	PENDING	\$ 2.50	See NRC prices below	
216		4 Wire DSL - area A	PENDING	\$ 2.37	See NRC prices below	
217		4 Wire DSL - area B	PENDING	\$ 2.29	See NRC prices below	
218		4 Wire DSL - area C	PENDING	\$ 2.78	See NRC prices below	
219	NID sub-loop element					
220		2 Wire Analog - area A	PENDING	\$ 0.16	See NRC prices below	
221		2 Wire Analog - area B	PENDING	\$ 0.15	See NRC prices below	
222		2 Wire Analog - area C	PENDING	\$ 0.15	See NRC prices below	
223		4 Wire Analog - area A	PENDING	\$ 0.33	See NRC prices below	
224		4 Wire Analog - area B	PENDING	\$ 0.31	See NRC prices below	
225		4 Wire Analog - area C	PENDING	\$ 0.32	See NRC prices below	
226		2 Wire DSL - area A	PENDING	\$ 0.16	See NRC prices below	
227		2 Wire DSL - area B	PENDING	\$ 0.15	See NRC prices below	
228		2 Wire DSL - area C	PENDING	\$ 0.15	See NRC prices below	
229		4 Wire DSL - area A	PENDING	\$ 0.33	See NRC prices below	
230		4 Wire DSL - area B	PENDING	\$ 0.31	See NRC prices below	
231		4 Wire DSL - area C	PENDING	\$ 0.32	See NRC prices below	
232		2 Wire ISDN Compatible - area A	PENDING	\$ 0.16	See NRC prices below	
233		2 Wire ISDN Compatible - area B	PENDING	\$ 0.15	See NRC prices below	
234		2 Wire ISDN Compatible - area C	PENDING	\$ 0.15	See NRC prices below	
235		4Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
236		4Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
237		4Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
238	Sub-Loop Non-Recurring Charges					
239	Analog Sub-Loop					
240	Service Ordering Charges					
241		Installation, per occasion per location	PENDING	NA	\$ 3.62	NA
242		Disconnect, per occasion per location	PENDING	NA	\$ 2.13	NA
243		Subsequent, per occasion	PENDING	NA	\$ 3.02	NA
244		Record Work, per occasion	PENDING	NA	\$ 1.86	NA
245		Add or Change, per occasion	PENDING	NA	\$ 3.54	NA
246		Sub-Loop Connection Charge, per termination	PENDING	NA	\$ 17.82	NA
247		Sub-Loop Disconnection Charge, per termination	PENDING	NA	\$ 5.85	NA
248	Sub Loop Provisioning Connect					
249		2-Wire Analog	PENDING		\$ 20.20	NA
251		4-Wire Analog	PENDING		\$ 20.20	NA
252		2-Wire DSL	PENDING		\$ 20.20	NA
253		4-Wire DSL	PENDING		\$ 20.20	NA
254		2-Wire ISDL	PENDING		\$ 20.20	NA
255		4-Wire DS1	PENDING		\$ 146.76	NA
256	Sub Loop Provisioning Disconnect					
257		2-Wire Analog	PENDING		\$ 6.71	NA
258		4-Wire Analog	PENDING		\$ 6.71	NA

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line			USOC	Monthly	Initial	Additional
259		2-Wire DSL	PENDING		\$ 6.71	NA
260		4-Wire DSL	PENDING		\$ 6.71	NA
261		2-Wire ISDL	PENDING		\$ 6.71	NA
262		4-Wire DS1	PENDING		\$ 52.02	NA
263		Sub Loop Conditioning				
264		For Sub Loop Facilities > 12Kft. And < 17.5Kft.				
265		Remove Load Coils	PENDING		\$0.00	NA
266		Remove Bridged Tap	PENDING		\$0.00	NA
267		Remove Repeater	PENDING		\$0.00	NA
268		For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.				
269		Remove Load Coils	PENDING		\$0.00	NA
270		Remove Bridged Tap	PENDING		\$0.00	NA
271		Remove Repeater	PENDING		\$0.00	NA
272						
273		Cross Connects				
274		2-Wire /4/	CXCT2	\$ 0.13	NA	NA
275		4-Wire	CXCT4	\$ 0.27	NA	NA
276		DS1/LT1	CXCDX	\$ 16.46	NA	NA
277		DS3/LT3	CXCEX	NA	NA	NA
278		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 27.86	NA	NA
279						
280		DS1 Interoffice Mileage Per Point of Termination				
281		Zone 1	CZ4X1	\$ 12.39		
282		Zone 2	CZ4X2	\$ 12.28		
283		Zone 3	CZ4X3	\$ 13.17		
284		Interzone	CZ4X4	\$ 13.36		
285		DS1 Interoffice Mileage Per Mile				
286		Zone 1	1YZX1	\$ 0.69		
287		Zone 2	1YZX2	\$ 0.77		
288		Zone 3	1YZX3	\$ 0.50		
289		Interzone	1YZX4	\$ 0.20		
290		DS1 Clear Channel Capability - Per DS1 Circuit Arranged				
291		All Zones Connect	CLYX1-X3		\$ 75.28	
292		All Zones Disconnect	Pending		\$ 6.65	
293						
294		DS1 Interoffice NRC (Connect + Disconnect)				
295		Connect Zone 1	Pending		\$ 57.80	
296		Connect Zone 2	Pending		\$ 57.80	
297		Connect Zone 3	Pending		\$ 57.80	
298		Disconnect Zone 1	Pending		\$ 22.70	
299		Disconnect Zone 2	Pending		\$ 22.70	
300		Disconnect Zone 3	Pending		\$ 22.70	
301						
302		DS1 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14	
303		Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13	
304						
305		DS3 Interoffice Mileage Termination - Per Point of Termination				
306		Zone 1	CZ4W1	\$ 129.82		
307		Zone 2	CZ4W2	\$ 114.98		
308		Zone 3	CZ4W3	\$ 110.02		
309		Interzone	CZ4W4	\$ 121.50		
310		DS3 Interoffice Mileage - Per Mile				
311		Zone 1	1YZB1	\$ 6.20		
312		Zone 2	1YZB2	\$ 3.84		
313		Zone 3	1YZB3	\$ 9.52		
314		Interzone	1YZB4	\$ 3.73		
315						
316		DS3 Interoffice NRC (Connect + Disconnect)				
317		Connect Zone 1	Pending		\$ 74.59	
318		Connect Zone 2	Pending		\$ 74.59	
319		Connect Zone 3	Pending		\$ 74.59	
320		Disconnect Zone 1	Pending		\$ 22.70	
321		Disconnect Zone 2	Pending		\$ 22.70	
322		Disconnect Zone 3	Pending		\$ 22.70	
323						
324		DS3 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14	
325		Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13	
326						
327		Multiplexing				
328		DS1 to Voice Grade All Zones, Per Arrangement	QMVX1-X3	\$ 280.24	NA	NA
329		DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	NA	NA
330						
331		Dedicated Transport Cross Connects				
332		DS1	CXCDX	\$ 0.54	NA	NA
333		DS3	CXCEX	\$ 16.46	NA	NA
334		Cancellation or Change Service Charge, per Last Critical Date Reached				
335		DS1				
336		Service Order Portion to be applied to each critical date below	Pending		\$ 2.07	
337		Design Lay Out Report Date	NR95W		\$ 21.09	
338		Records Issue Date	NR95X		\$ 21.09	
339		Designed Verified and Assigned Date	NR95Y		\$ 31.63	
340		Plant Test Date	NR95Z		\$ 59.16	
341		Service Order Portion to be applied to each critical date below	Pending	NA	\$ 2.07	NA
342		Design Lay Out Report Date	NR95S	NA	\$ 20.38	NA
343		Records Issue Date	NR95T	NA	\$ 20.97	NA
344		Designed Verified and Assigned Date	NR95U	NA	\$ 53.61	NA
345		Plant Test Date	NR95V	NA	\$ 76.53	NA

TBD - To be determined
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MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
346						
347	Due Date Change Charge Per Order or Occasion					
348	DS1	Pending			\$ 0.43	
349	DS3	Pending			\$ 0.43	
350						
351						
352						
353	Dark Fiber					
354	Dark Fiber Interoffice					
355	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34		NA	NA
356	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.002196		NA	NA
357	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11		NA	NA
358	Inquiry (Per Request)					
359	Dark Fiber Interoffice Transport - NRC	NR9D6	NA		\$ 338.03	NA
360	Interoffice inquiry (Service Order) Charge, per request				\$ 2.33	
361	FIRM ORDER (Per Fiber Strand)					
362	Installation					
363	Administrative per Order	NRB51	NA		\$ 14.35	NA
364	Dark Fiber Interoffice Transport - NRC	NRB54	NA		\$ 466.62	NA
365	Disconnect					
366	Administrative per Order	NR9H2	NA		\$ 14.12	NA
367	Dark Fiber Interoffice Transport - NRC	NR9H5	NA		\$ 137.30	NA
368						
369	Routine Modifications					
370	Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB	NA
371						
372	LNP					
373	Local Number Portability /9/	NSR	\$0.00		N/A	
374	Maintenance of Service Charge	VRP	NA		\$ 71.00	
375						
376	OTHER					
377	Directory Assistance					
378	Directory Assistance, per call	OPEN	\$ 0.40		NA	NA
379	National Directory Assistance (NDA), per call	OPEN	\$ 0.65		NA	
380	National Directory Assistance (RDA), per call	OPEN	\$ 0.65		NA	
381	Business Category Search (BCS) where applicable, per call	OPEN	\$ 0.65		NA	
382	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15		NA	
383						
384	OS/DA Automated Call Greeting and References/Rates					
385	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$1,800.00	\$1,800.00
386	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03			NA
387	Branding - Facility Based - Initial/Subsequent Load					
388	- Branding, per trunk group	OPEN			\$800.00	\$800.00
389	Rate Reference - Initial Load, per state, per OCN	OPEN			\$5,000.00	
390	Rate Reference - Subsequent Load, per state, per OCN	OPEN			NA	\$1,500.00
391						
392	Operator Services					
393	Fully Automated Call Processing, per call	OPEN	\$0.15		NA	NA
394	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV)	OPEN				
395	and Busy Line Verification/Interrupt (BLVI)) per work second	OPEN	\$0.03		NA	NA
396						
397	DA Listing License					
398	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
399	- per listing for initial load	OPEN	NA		\$ 0.040	NA
400	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
401	Option #2 Full File (all states inclusive) Billable Release					
402	- per listing for initial load	OPEN	NA		\$ 0.020	NA
403	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
404	- per usage/query	OPEN	NA		\$ 0.020	NA
405	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
406	- per listing for initial load	OPEN	NA		\$ 0.050	NA
407	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
408	Option #4 Pick & Choose (by state) Billable Release					
409	- per listing for initial load	OPEN	NA		\$ 0.020	NA
410	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
411	- per usage/query	OPEN	NA		\$ 0.020	NA
412						
413	Operator Services					
414	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.017312		NA	NA
415	Operator Assisted Call Processing, per work second	OPEN	\$ 0.276712		NA	NA
416	Branding - Other - Initial/Subsequent Load	OPEN			1,098.67	143.75
417	- per call	OPEN	\$ 0.003090			
418	Branding - Facility Based - Initial/Subsequent Load					
419	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
420	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
421	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA		\$ 1,000.00	NA
422						
423	Ancillary Message Compensation (per message)					
424		OPEN	0.03		N/A	N/A
425	Structure Access - Poles & Ducts					
426	Poles (\$/attachment/yr.)* ##	OPEN	\$ 1.57	Annually		
427	Per Foot Conduit Occupancy Fees ##	OPEN				
428	Full Duct (\$/ft/yr.)	OPEN	\$ 0.76			
429	Half Duct (\$/ft/yr)	OPEN	\$ 0.38			
430	Application fee	OPEN			\$ 200.00	
431	Unauthorized Attachment Fee				\$ 500.00	Per Pole
432	Unauthorized Occupancy Fee				\$ 50.00	Per Conduit Foot

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MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
433						
434	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
435	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
436						
437	## Note: All pole and conduit license fees are for a period of one year from January 1 thru					
438						
439	911 Selective Router Interconnection					
440	-Each DSO installed					
441	-Analog Channel Interface	EVG9X	\$ 19.81			\$ 496.18
442	ANI/ALI/SR and Database Management					
443	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.93			\$0.00
444	911 Selective Router Switch Administration					
445	-Per Selective Router					
446						
447	INTERCARRIER COMPENSATION					
448	Long-Term Local Bill and Keep Arrangements for "In-Balance"Section					
449	252(b)(5) Traffic and ISP Bound Traffic					
450	End Office Local Termination					
451	Set up charge, per call	USAGE	\$0.0000			
452	Duration charge, per MOU	USAGE	\$0.0000			
453	Tandem Switching					
454	Set up charge, per call	USAGE	\$0.0000			
455	Duration charge, per MOU	USAGE	\$0.0000			
456	Tandem Transport Termination					
457	Set up charge, per call	USAGE	\$0.0000			
458	Duration charge, per MOU	USAGE	\$0.0000			
459	Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$0.0000			
460						
461	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT OF BALANCE" SECTION					
462	251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
463	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007			
464						
465						
466	RESALE		RESALE DISCOUNTS			
467	BUSINESS		RECURRING		NON-RECURRING	
468	LOCAL EXCHANGE SERVICE					
469	Business 1 Party	RESALE	16.62%		16.62%	
470	Business - Measured	RESALE	16.62%		16.62%	
471	Customer Operated Pay Telephone (COPT)	RESALE	16.62%		16.62%	
472						
473	EXPANDED LOCAL CALLING					
474	Interzone	RESALE	16.62%		16.62%	
475						
476	VERTICAL SERVICES					
477	Anonymous Call Rejection	RESALE	16.62%		16.62%	
478	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
479	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
480	Call Blocker	RESALE	16.62%		16.62%	
481	Call Forwarding	RESALE	16.62%		16.62%	
482	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
483	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
484	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
485	Automatic CallBack (Call Return)	RESALE	16.62%		16.62%	
486	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
487	Call Trace	RESALE	16.62%		16.62%	
488	Call Waiting	RESALE	16.62%		16.62%	
489	Caller ID With Name (Calling Name)	RESALE	16.62%		16.62%	
490	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
491	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%		16.62%	
492	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%		16.62%	
493	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%		0%	
494	Selective Call Forwarding	RESALE	0%		0%	
495	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%		16.62%	
496	Remote Call Forwarding-Per Feature	RESALE	16.62%		16.62%	
497	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
498	RCF, Intrastate	RESALE	16.62%		16.62%	
499	RCF, Interstate, International	RESALE	16.62%		16.62%	
500	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
501	RCF to 800	RESALE	16.62%		16.62%	
502	RCF Additional	RESALE	16.62%		16.62%	
503	Speed Calling 8	RESALE	16.62%		16.62%	
504	Speed Calling 30	RESALE	16.62%		16.62%	
505	Three Way Calling	RESALE	16.62%		16.62%	
506	Call Screening	RESALE	16.62%		16.62%	
507	Busy Line Transfer	RESALE	16.62%		16.62%	
508	Alternate Answer	RESALE	16.62%		16.62%	
509	Message Waiting - Tone	RESALE	16.62%		16.62%	
510	Easy Call	RESALE	16.62%		16.62%	
511	Prime Number Service	RESALE	16.62%		16.62%	
512	AT&T Michigan Privacy Manager	RESALE	16.62%		16.62%	
513	Name and Number Delivery Service	RESALE	16.62%		16.62%	
514						
515	DID					
516	DID	RESALE	16.62%		16.62%	
517						
518	TRUNKS					
519	Trunk	RESALE	16.62%		16.62%	

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MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
520						
521	AIN					
522	Area Wide Networking	RESALE	16.62%		16.62%	
523	AT&T Michigan Switch Alternate Routing (ANSAR)	RESALE	16.62%		16.62%	
524	AT&T Michigan Customer Location Alternate Routing (ACLAR)	RESALE	16.62%		16.62%	
525						
526	OTHER					
527	Grandfathered Services	RESALE	0.00%		0.00%	
528	Promotions (Greater than 90 days)	RESALE	16.62%		16.62%	
529	TouchTone (Business)	RESALE	16.62%		16.62%	
530	TouchTone (Trunk)	RESALE	16.62%		16.62%	
531	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
532	976 (976 Information Delivery Service)	RESALE	0%		0%	
533	Access Services (See Access Tariff)	RESALE	0%		0%	
534	Additional Directory Listings	RESALE	16.62%		16.62%	
535	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
536	Connection Services	RESALE	16.62%		16.62%	
537	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
538	Shared Tenant Service	RESALE	0%		0%	
539						
540	Data Services					
541	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	16.62%		16.62%	
542	PBX Trunks	RESALE	16.62%		16.62%	
543	Mult-Service Optical Network (MON)	RESALE	16.62%		16.62%	
544	OCn-PTP	RESALE	16.62%		16.62%	
545	ADTS-E	RESALE	16.62%		16.62%	
546	DS0	RESALE	16.62%		16.62%	
547	DS1	RESALE	16.62%		16.62%	
548	DS3	RESALE	16.62%		16.62%	
549						
550	ISDN					
551	ISDN	RESALE	16.62%		16.62%	
552						
553	DIRECTORY ASSISTANCE/OPERATOR SERVICES					
554	Directory Assistance Services	RESALE	16.62%		20.29%	
555	Local Operator Assistance Service	RESALE	16.62%		16.62%	
556						
557	National Directory Assistance (NDA), per call	OPEN	\$0.65		NA	
558	National Directory Assistance (RDA), per call	OPEN	\$0.65		NA	
559	Business Category Search (BCS) where applicable, per call	OPEN	\$0.65		NA	
560	Directory Assistance Call Completion (DACC), per call	OPEN	\$0.15		NA	
561						
562	OS/DA Automated Call Greeting and Reference/Rates					
563	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$1,800.00	\$1,800.00
564	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03		NA	
565	Rate Reference - Initial Load, per state, per OCN	OPEN			\$5,000.00	
566	Rate Reference - Subsequent Load, per state, per OCN	OPEN			NA	\$1,500.00
567						
568	TOLL					
569	TOLL	RESALE	16.62%		16.62%	
570						
571	OPTIONAL TOLL CALLING PLANS					
572	Optional Toll Calling Plans	RESALE	16.62%		16.62%	
573						
574	CENTREX (PLEXAR)					
575	AT&T Michigan Centrex Service ACS	RESALE	16.62%		16.62%	
576	AT&T Michigan Centrex Network Manager	RESALE	0%		0%	
577						
578	PRIVATE LINE					
579	Analog Private Lines	RESALE	16.62%		16.62%	
580	Private Line Channel Services	RESALE	16.62%		16.62%	
581						
582	RESIDENCE	RESALE DISCOUNTS				
583	LOCAL EXCHANGE SERVICE		RECURRING		NON-RECURRING	
584	Life Line	RESALE	0%		0%	
585	Residence 1 Party	RESALE	16.62%		16.62%	
586	Residence Measured	RESALE	16.62%		16.62%	
587						
588	EXPANDED LOCAL CALLING					
589	Interzone	RESALE	16.62%		16.62%	
590						
591	VERTICAL SERVICES					
592	Anonymous Call Rejection	RESALE	16.62%		16.62%	
593	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
594	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
595	Call Blocker	RESALE	16.62%		16.62%	
596	Call Forwarding	RESALE	16.62%		16.62%	
597	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
598	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
599	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
600	Automatic Call-Back (Call Return)	RESALE	16.62%		16.62%	
601	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
602	Call Trace	RESALE	16.62%		16.62%	
603	Call Waiting	RESALE	16.62%		16.62%	
604	Caller ID with Name (Calling Name)	RESALE	16.62%		16.62%	
605	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
606	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%		16.62%	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
607	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	16.62%		16.62%	
608	Priority Call	RESALE	16.62%		16.62%	
609	Remote Access to Call Forwarding (GF)	RESALE	0%		0%	
610	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
611	RCF, Intrastate	RESALE	16.62%		16.62%	
612	RCF, Interstate, International	RESALE	16.62%		16.62%	
613	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
614	RCF to 800	RESALE	16.62%		16.62%	
615	RCF Additional	RESALE	16.62%		16.62%	
616	Selective Call Forwarding	RESALE	16.62%		16.62%	
617	Speed Calling 8	RESALE	16.62%		16.62%	
618	Three Way Calling	RESALE	16.62%		16.62%	
619	Call Screening	RESALE	16.62%		16.62%	
620	Busy Line Transfer	RESALE	16.62%		16.62%	
621	Alternate Answer	RESALE	16.62%		16.62%	
622	Message Waiting - Tone	RESALE	16.62%		16.62%	
623	Easy Call	RESALE	16.62%		16.62%	
624	AT&T Michigan Privacy Manager	RESALE	16.62%		16.62%	
625	Name and Number Delivery Service	RESALE	16.62%		16.62%	
626						
627	ISDN					
628	ISDN	RESALE	16.62%		16.62%	
629						
630	OTHER					
631	Grandfathered Services	RESALE	0%		0%	
632	Promotions (Greater than 90 Days)	RESALE	16.62%		16.62%	
633	TouchTone	RESALE	16.62%		16.62%	
634	Home Services Packages	RESALE	16.62%		16.62%	
635	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
636	976 (976 Information Delivery Service)	RESALE	0%		0%	
637	Access Services (See Access Tariff)	RESALE	0%		0%	
638	Additional Directory Listings	RESALE	16.62%		16.62%	
639	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
640	Connection Services	RESALE	16.62%		16.62%	
641	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
642	Shared Tenant Service	RESALE	0%		0%	
643	Restoral of Service Charge	RESALE			Tariff 20 Part 22 Section 2	
644						
645	TOLL					
646	Toll	RESALE	16.62%		16.62%	
647						
648	Electronic Billing Information Data (daily usage)	RESALE	\$0.00			
649	per message					
650						
651	Line Connection Charge					
652	Residence	RESALE			Tariff 20 Part 22 Section 2	
653	Business	RESALE			Tariff 20 Part 22 Section 2	
654	Service Order/Service Request Charge					
655	Residence	RESALE			Tariff 20 Part 22 Section 2	
656	Business	RESALE			Tariff 20 Part 22 Section 2	
657	Non-Electronic (Manual) Service Order Charge					
658	Residence	RESALE			Tariff 20 Part 22 Section 2	
659	Business	RESALE			Tariff 20 Part 22 Section 2	
660						
661	Notes					
662						
663						
664	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.					
665	/3/ Only applies to pre-existing UNE-P Migrations.					
666	/4/ Applies only once per UNE-P Combination.					
667	/5/ Does not apply to Special Access to UNE conversions.					
668	/6/ Does not apply to new UNE-P installations.					
669	/7/ Does not apply to new EEL installations.					
670	/8/ Does not apply to pre-existing UNE-P Migrations.					
671	/9/ Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.					
672	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 As used herein, **AT&T MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission ("MPSC") Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing AT&T-LEC's OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in 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 CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MI** 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 PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AT&T MI** 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 CLEC's agent for connection to AT&T-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **AT&T MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on AT&T's Internet website. **AT&T MI** agrees to post the Business Rules on AT&T's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from

such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 Any payment by AT&T MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

AT&T – Michigan Performance Measurements Appendix

CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the AT&T – Michigan Performance Measurement Appendix. Please refer to the Appendix and the AT&T CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

☐

New

☐

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐

Bill Credit

☐

Check

Complete the additional payment information below for Check only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (314) 957-2595

Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your AT&T Account Manager to obtain the additional forms.

Signed by: _____

Date: _____

Print Name: _____

Title: _____

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING (MISSOURI)

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APPENDIX PRICING (MISSOURI)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T MISSOURI** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T MISSOURI will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T MISSOURI will

issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
 - 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T MISSOURI and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>AT&T MISSOURI</u> exchanges which are classified as Rate group D exchanges in <u>AT&T MISSOURI</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>AT&T MISSOURI</u> exchanges which are classified as Rate group B exchanges in <u>AT&T MISSOURI</u> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <u>AT&T MISSOURI</u> exchanges which are classified as Rate group A exchanges in <u>AT&T MISSOURI</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>AT&T MISSOURI</u> exchanges which are classified as Rate group C exchanges in <u>AT&T MISSOURI</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.
- 1.9 AT&T MISSOURI's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this

Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T MISSOURI may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T MISSOURI provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T MISSOURI's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T MISSOURI's current generic contract rate for the Product or Service set forth in AT&T MISSOURI's applicable state-specific generic pricing schedule as published on AT&T MISSOURI's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T MISSOURI may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T MISSOURI's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T MISSOURI's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T MISSOURI for that Product or Service and incorporated into AT&T MISSOURI's current state-specific generic pricing schedule as published on AT&T MISSOURI's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T MISSOURI provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T MISSOURI shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T MISSOURI shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T MISSOURI's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T MISSOURI's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T MISSOURI 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 MISSOURI will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T MISSOURI network, without any changes to AT&T MISSOURI's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T MISSOURI to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING
SCHEDULE OF PRICES
ATT MO/YMAX COMMUNICATIONS CORP.

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
1		NETWORK ELEMENTS					
2		Local Loops	** Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 71.45	\$ 35.70
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09
7			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58
8			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09
9			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09
10			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09
11			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09
12			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22
13			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22
14			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22
15			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22
16			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94
17			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94
18			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94
19			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94
20			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03
21			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03
22			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03
23			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03
24		DSL Capable Loops					
25		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09
26			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09
27			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09
28			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09
29			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09
30			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09
31			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09
32			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09
33			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09
34			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09
35			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09
36			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09
37			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09
38			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09
39			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09
40			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09
41			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09
42			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09
43			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09
44			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09
45			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09
46			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09
47			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09
48			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09
49		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09
50			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09
51			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09
52			*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09
53			* USOCs used for inventory purpose only				
54		ISDL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22
55			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22
56			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22
57			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22
58		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
59			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A
60		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74
61			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14

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62			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14
63			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09
64			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 626.25	\$ 32.62
65			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62
66			Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24
67			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47
68			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47
69			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96
70			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11
71			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11
72			Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18
73			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30
74			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30
75		Removal of All Bridged Tap (RABT) - MMP					
76			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRM RJ	NONE	\$ 338.64	NONE
77			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	NONE	\$ 876.63	NONE
78			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRM RS	NONE	\$ 338.64	\$ 338.64
79			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	NONE	\$ 338.64	\$ 338.64
80		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69
81			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69
82			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69
83		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none
84			LST performed on Sub Loop	URCLB	none	\$ 227.49	none
85		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75
86			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69
87			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60
88			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73
89			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75
90			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69
91			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05
92			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14
93		Sub-loop Unbundling	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None
94			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None
95			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None
96			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None
97			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAQ	\$ 6.02	None	None
98			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None
99			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None
100			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None
101			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None
102			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None
103			ECS to NID Subloop Charge 2-Wire-Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None
104			ECS to NID Subloop Charge 2-Wire-Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None
105			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAS	\$ 4.73	None	None
106			SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None
107			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None
108			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None
109			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None
110			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None
111			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None
112			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None
113			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAU	\$ 8.07	None	None

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ACNA:

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114			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None
115			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None
116			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None
117			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None
118			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None
119			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None
120			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None
121			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None
122			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None
123			ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None
124			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None
125			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None
126			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None
127			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None
128			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None
129			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None
130			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None
131			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None
132			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None
133			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None
134			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None
135			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None
136			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None
137			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None
138			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None
139			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None
140			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None
141			ECS to SAI Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None
142			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None
143			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None
144			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None
145			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None
146			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None
147			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None
148			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None
149			ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None
150			ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None
151			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None
152			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None
153			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None
154			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None
155			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None
156			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None
157			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None
158			SAI to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None
159			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None
160			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None
161			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None
162			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None
163			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None
164			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None
165			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None
166			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None
167			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None
168			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None
169			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None
170			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None
171			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None
172			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None
173			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None
174			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None
175			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None
176			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None

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177			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None
178			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None
179			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None
180			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None
181			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None
182			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None
183			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None
184			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None
185			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None
186			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None
187			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None
188			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None
189		Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25
190			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73
191			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25
192			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73
193		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50
194			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50
195			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50
196			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00
197			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00
198			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00
199			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50
200			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50
201			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50
202			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15
203			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15
204			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15
205			Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A
206			Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A
207			Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A
208			Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB
209			Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB
210			Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB
211		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05
212			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05
213			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05
214			DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05
215			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05
216			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None
217			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 8.75	None	None
218			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None
219			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None
220			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None
221			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75
222			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75
223			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75
224			DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75
225			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75
226			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None
227			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None
228			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None
229			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None
230			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None
231		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05
232			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50

SOUTHWESTERN BELL TELEPHONE, L.P.
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ATT MO/YMAX COMMUNICATIONS CORP.

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
233		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90
234			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15
235		Dark Fiber	Dark Fiber - Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68
236			Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None
237			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None
238			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None
239			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None
240			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04
241			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11
242		Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA
243		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None
244			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None
245		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None
246			Manual Change - Simple	NRBUO	None	\$ 67.25	None
247			Manual Record - Simple	NRBUU	None	\$ 41.60	None
248			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None
249			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None
250			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None
251			Manual Expedited - Simple	NRMV1	None	\$ 69.70	None
252			Manual Customer Not Ready - Simple	NRMV5	None	\$ 69.70	None
253			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 69.70	None
254			Manual New - Complex	NRBUR	None	\$ 285.20	None
255			Manual Change - Complex	NRBUP	None	\$ 158.55	None
256			Manual Record - Complex	NRBUV	None	\$ 132.85	None
257			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None
258			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None
259			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None
260			Manual Expedited - Complex	NRMV2	None	\$ 285.20	None
261			Manual Customer Not Ready - Complex	NRMV6	None	\$ 285.20	None
262			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 285.20	None
263			Electronic New - Simple	NR9W2	None	\$ 5.00	None
264			Electronic New - Complex	NRBAW	None	\$ 5.00	None
265			Electronic Change - Simple	NR9GG	None	\$ 5.00	None
266			Electronic Change - Complex	NR9G8	None	\$ 5.00	None
267			Electronic Record - Simple	NR9GU	None	\$ 5.00	None
268			Electronic Record - Complex	NR9G7	None	\$ 5.00	None
269			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None
270			Electronic Disconnect - Complex	NR9G9	None	\$ 5.00	None
271			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None
272			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None
273			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None
274			Electronic Expedited - Complex	NRMVX	None	\$ 5.00	None
275			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None
276			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None
277			Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 5.00	None
278			Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 5.00	None
279			PIC Change Charge	NRBL9	None	\$ 5.00	None
280		OTHER					
281		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.40	None	None
282			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None
283			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None
284			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None
285			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
286			Directory Assistance - Branding Per call	ZZUCB	\$ 0.03	None	None
287			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 5,000.00	None
288			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,500.00	None
289			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None
290			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None
291			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None
292			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None
293			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None
294		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None
295			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.03	None	None

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ATT MO/YMAX COMMUNICATIONS CORP.

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296			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
297			Operator Services - Branding Per call	ZZUCB	\$ 0.03	None	None
298			Operator Services-Rate Reference - Initial	NRBDL	None	\$ 5,000.00	None
299			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,500.00	None
300		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None
301			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$0.00	None	None
302		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None
303			Per local message	Not Applicable	\$ 0.08	None	None
304		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None
305			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None
306			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None
307			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None
308			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None
309		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None
310			CH billing message - per message	Not Applicable	\$ 0.050	None	None
311		Maintenance of Service	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20
312			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35
313			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50
314		Time and Materials	Basic Time - per half hour	ALK, ALT,ALH	None	\$ 42.75	\$ 34.20
315			Overtime - per half hour	ALK, ALT,ALH	None	\$ 53.45	\$ 43.35
316			Premium Time - per half hour	ALK, ALT,ALH	None	\$ 64.10	\$ 52.50
317					Annual Rates		
318		Poles and Duct	Poles (\$/attachment/yr.) ##		\$ 1.82		
319		(Structure)					
320			Per Foot Conduit Occupancy Fees ##				
321			Full Duct (\$/ft/yr.)		\$ 0.50		
322			Half Duct (\$/ft/yr)		\$ 0.25		
323							
324			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
325							
326			## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
327			effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
328			New rates will be communicated to CLEC no later than November 1st for the succeeding year.				
329							
330			Contract Administration Fee			\$ 125.00	
331			Administrative Record-Keeping Fee			\$ 125.00	
332							
333			Unauthorized Attachment Fee			5 Times the Annual Rate per Pole	
334			Unauthorized Occupancy Fee			5 Times the Annual Rate per Conduit Foot	
335							
336		INTERCARRIER COMPENSATION					
			Long-Term Local Bill and Keep Arrangements for "In-Balance"Section 251(b)(5) Traffic and ISP-Bound Traffic				
337			End Office Local Termination - Zone 1 Urban				
338			Set up charge, per call	ZZUR8	\$0.00		
339			Duration charge, per MOU	ZZUR2	\$0.00		
340							
341			End Office Local Termination - Zone 2 Suburban				
342			Set up charge, per call	ZZUR8	\$0.00		
343			Duration charge, per MOU	ZZUR2	\$0.00		
344							
345			End Office Local Termination - Zone 3 Rural				
346			Set up charge, per call	ZZUR8	\$0.00		
347			Duration charge, per MOU	ZZUR2	\$0.00		
348							
349			End Office Local Termination - Zone 4 - Springfield				
350			Set up charge, per call	ZZUR8	\$0.00		
351			Duration charge, per MOU	ZZUR2	\$0.00		
352							
353			Tandem Switching				

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Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
354			Set up charge, per call	Usage	\$0.00		
355			Duration charge, per MOU	ZZUR1	\$0.00		
356							
357			Common Transport				
358			Termination per Minute of Use Zone 1 (Urban STL, KS)	ZZUST	\$0.00		
359			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00		
360			Termination per Minute of Use Zone 3 (Rural)	ZZUST	\$0.00		
361			Termination per Minute of Use Zone 4 (Suburban Springfield)	ZZUST	\$0.00		
362			Termination per Minute of Use Interzone	ZZURF	\$0.00		
363			Facilities per Minute, per Mile Zone 1 (Urban)	ZZURF	\$0.00		
364			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00		
365			Facilities per Minute, per Mile Zone 3 (Rural)	ZZURF	\$0.00		
366			Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	ZZURF	\$0.00		
367			Facilities per Minute, per Mile Interzone	ZZURF	\$0.00		
368							
			COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
369			Rate for Presumed ISP-Bound Traffic as per FCC 01-131	ZZUR2	\$0.0007		
370							
371			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, AT&T Missouri will provide certain				
372							
373							
374							
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386							
387							
388							
389							
390							
391			BUSINESS				
392			LOCAL EXCHANGE SERVICE				
393			Business 1 Party		19.20%	19.20%	NA
394			Business - Multi-Line Hunting		19.20%	19.20%	NA
395			Business Measured		19.20%	19.20%	NA
396			Business Measured (HTG Class of Service)		19.20%	19.20%	NA
397							NA
398			EXPANDED LOCAL CALLING				NA
399			Mandatory EAS		19.20%	19.20%	NA
400			Optional Metropolitan Calling Area		19.20%	19.20%	NA
401							NA
402			VERTICAL SERVICES				NA
403			Auto Redial		19.20%	19.20%	NA
404			Call Blocker		19.20%	19.20%	NA
405			Call Forwarding		19.20%	19.20%	NA
406			Call Forwarding - Busy Line		19.20%	19.20%	NA
407			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA
408			Call Forwarding - Don't Answer		19.20%	19.20%	NA
409			Call Return		19.20%	19.20%	NA
410			Call Trace		19.20%	19.20%	NA
411			Call Waiting		19.20%	19.20%	NA
412			Calling Name		19.20%	19.20%	NA
413			Calling Number		19.20%	19.20%	NA

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414			ComCall®		19.20%	19.20%	NA
415			Personalized Ring (1 dependent number)		19.20%	19.20%	NA
416			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA
417			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA
418			Priority Call		19.20%	19.20%	NA
419			Remote Access to Call Forwarding		19.20%	19.20%	NA
420			Selective Call Forwarding		19.20%	19.20%	NA
421			Simultaneous Call Forwarding		19.20%	19.20%	NA
422			Speed Calling 8		19.20%	19.20%	NA
423			Speed Calling 30		19.20%	19.20%	NA
424			Three Way Calling		19.20%	19.20%	NA
425							NA
426			DID				NA
427			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA
428			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA
429			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA
430			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA
431			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA
432			DID (with Multifrequency)		19.20%	19.20%	NA
433			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA
434			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA
435			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA
436			DID (51st trunk or network access line)		19.20%	19.20%	NA
437							NA
438			TRUNKS				NA
439			Analog Trunks		19.20%	19.20%	NA
440			Digital Trunks		19.20%	19.20%	NA
441							NA
442			AIN				NA
443			Area Wide Networking		19.20%	19.20%	NA
444			Disaster Routing Service		19.20%	19.20%	NA
445			Intelligent Redirectsm		19.20%	19.20%	NA
446			Intellinumber		19.20%	19.20%	NA
447			Positive ID		19.20%	19.20%	NA
448							NA
449			OTHER				NA
450			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA
451			Customer Alerting Enablement		19.20%	19.20%	NA
452			Grandfathered Services		19.20%	19.20%	NA
453			Hot Line		19.20%	19.20%	NA
454			Hunting		19.20%	19.20%	NA
455			Local Operator Assistance Service		13.91%	13.91%	NA
456			Night Number associated with Telephone Number		19.20%	19.20%	NA
457			Night Number associated with a Terminal		19.20%	19.20%	NA
458			Promotions (Greater than 90 days)		19.20%	19.20%	NA
459			Preferred Number Service		19.20%	19.20%	NA
460			Telebranch®		19.20%	19.20%	NA
461			TouchTone		19.20%	19.20%	NA
462			Voice Dial		19.20%	19.20%	NA
463			Warm Line		19.20%	19.20%	NA
464							NA
465			Data Services				NA
466			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA
467			PBX Trunks		19.20%	19.20%	NA
468			Mult-Service Optical Network (MON)		19.20%	19.20%	NA
469			OCn-PTP		19.20%	19.20%	NA
470			DS3		19.20%	19.20%	NA
471							NA
472			ISDN				NA
473			Digilinesm (ISDN BRI)		19.20%	19.20%	NA
474			Select Video Plus®		19.20%	19.20%	NA
475			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA
476			SuperTrunk		19.20%	19.20%	NA
477							NA

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478			TOLL				NA
479			IntraLATA MTS		19.20%	19.20%	NA
480			MaxiMizer 800®		19.20%	19.20%	NA

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481			OutWATS		19.20%	19.20%	NA
482			800 Service		19.20%	19.20%	NA
483							NA
484			OPTIONAL TOLL CALLING PLANS				NA
485			1+ SAVERsm		19.20%	19.20%	NA
486			1+SAVER Direct		19.20%	19.20%	NA
487			Community Optional Saver		19.20%	19.20%	NA
488			Outstate Calling Area Service		19.20%	19.20%	NA
489							NA
490			PLEXAR®				NA
491			Plexar I®		19.20%	19.20%	NA
492			Plexar II®		19.20%	19.20%	NA
493			Plexar Custom®		19.20%	19.20%	NA
494							NA
495			PRIVATE LINE				NA
496			Analog Private Lines		19.20%	19.20%	NA
497			Business Video Service		19.20%	19.20%	NA
498			Digital Loop Service		19.20%	19.20%	NA
499			DOVLink		19.20%	19.20%	NA
500			Foreign Exchange Service		19.20%	19.20%	NA
501			Foreign Serving Office		19.20%	19.20%	NA
502			Frame Relay		19.20%	19.20%	NA
503			Group Alerting Services		19.20%	19.20%	NA
504			MegaLink II®		19.20%	19.20%	NA
505			MegaLink III®		19.20%	19.20%	NA
506			MicroLink I®		19.20%	19.20%	NA
507			MicroLink II®		19.20%	19.20%	NA
508			MultiPoint Video		19.20%	19.20%	NA
509			Service Loop Facility Modification Service		19.20%	19.20%	NA
510							NA
511					RESALE DISCOUNTS		NA
512			RESIDENCE		RECURRING	NON-RECURRING	NA
513			LOCAL EXCHANGE SERVICE				NA
514			Life Line and Link Up America Services		19.20%	19.20%	NA
515			Residence 1 Party		19.20%	19.20%	NA
516			Residence Measured		19.20%	19.20%	NA
517							NA
518			EXPANDED LOCAL CALLING				NA
519			Mandatory EAS		19.20%	19.20%	NA
520			Optional Metropolitan Calling Area		19.20%	19.20%	NA
521							NA
522			VERTICAL SERVICES				NA
523			Auto Redial		19.20%	19.20%	NA
524			Call Blocker		19.20%	19.20%	NA
525			Call Forwarding		19.20%	19.20%	NA
526			Call Forwarding - Busy Line		19.20%	19.20%	NA
527			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA
528			Call Forwarding - Don't Answer		19.20%	19.20%	NA
529			Call Return		19.20%	19.20%	NA
530			Call Trace		19.20%	19.20%	NA
531			Call Waiting		19.20%	19.20%	NA
532			Calling Name		19.20%	19.20%	NA
533			Calling Number		19.20%	19.20%	NA
534			ComCall®		19.20%	19.20%	NA
535			Personalized Ring (1 dependent number)		19.20%	19.20%	NA
536			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA
537			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA
538			Priority Call		19.20%	19.20%	NA
539			Remote Access to Call Forwarding		19.20%	19.20%	NA
540			Selective Call Forwarding		19.20%	19.20%	NA
541			Simultaneous Call Forwarding		19.20%	19.20%	NA

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING
SCHEDULE OF PRICES
ATT MO/YMAX COMMUNICATIONS CORP.

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
542			Speed Calling 8		19.20%	19.20%	NA
543			Three Way Calling		19.20%	19.20%	NA
544							NA
545			ISDN				NA
546			Digiline		19.20%	19.20%	NA
547							NA
548			OTHER				NA
549			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA
550			Customer Alerting Enablement		19.20%	19.20%	NA
551			Grandfathered Services		19.20%	19.20%	NA
552			Hot Line		19.20%	19.20%	NA
553			Promotions (Greater than 90 days)		19.20%	19.20%	NA
554			Preferred Number Service		19.20%	19.20%	NA
555			TouchTone		19.20%	19.20%	NA
556			Voice Dial		19.20%	19.20%	NA
557			Warm Line		19.20%	19.20%	NA
558							NA
559					RESALE DISCOUNTS		
560			OTHER (Resale)		RECURRING	NON-RECURRING	NA
561			Directory Assistance / Operator Services				
562	12/16/2005		Directory Assistance Services		19.20%	NA	NA
563	12/16/2005		Local Operator Assistance Service		19.20%	NA	NA
564							
565	12/16/2005		National Directory Assistance (NDA), per call	ZZUO5/ZZUO6	\$0.65	None	None
566	12/16/2005		Reverse Directory Assistance (RDA), per call	ZZUO8/ZZUO9	\$0.65	None	None
567	12/16/2005		Business Category Search (BCS), per call	ZZUOB	\$0.65	None	None
568	12/16/2005		Directory Assistance Call Completion (DACC), per call	ZZUO7	\$0.15	None	None
569	12/16/2005		Directory Assistance Non-Pub Emergency Service	Not Applicable	\$2.00	None	None
570							
571			OS/DA Automated Call Greeting and References / Rates				
572	12/16/2005		Branding - Other - Initial/Subsequent Load, per switch	NRBDG	None	\$ 1,800.00	\$ 1,800.00
573	12/16/2005		Brand and Reference/Rate Look Up, per OS/DA call	ZZUCB	\$0.03	None	None
574	12/16/2005		Rate Reference Initial Load, per state, per OCN	NRBDL	None	\$ 5,000.00	None
575	12/16/2005		Rate Reference Subsequent Load, per state, per OCN	NRBDM	None	None	\$ 1,500.00
576							
577			TOLL				NA
578			Home 800sm		19.20%	19.20%	NA
579			IntraLATA MTS		19.20%	19.20%	NA
580							NA
581			OPTIONAL TOLL CALLING PLANS				NA
582			1+ SAVERsm		19.20%	19.20%	NA
583			1+SAVER Direct		19.20%	19.20%	NA
584			Community Optional Saver		19.20%	19.20%	NA
585			Outstate Calling Area Service		19.20%	19.20%	NA
586			900 Call Restriction		19.20%	19.20%	NA
587			Access Services		0%	0%	NA
588			Additional Directory Listings		19.20%	19.20%	NA
589			Bill Plus		5%	5%	NA
590			Company Initiated Suspension Service		0%	0%	NA
591			Directory Assistance Services		13.91%	13.91%	NA
592			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA
593			Consolidated Billing		5%	5%	NA
594			Construction Charges		0%	0%	NA
595			Customer Initiated Suspension Service		0%	0%	NA
596			Exchange Interconnection Service		0%	0%	NA
597			Operator Services		13.91%	13.91%	NA
598			Local Operator Assistance Service		13.91%	13.91%	NA
599			Maintenance of Service Charges		0%	0%	NA
600			Prepaid Calling Cards		19.20%	19.20%	NA
601			Telecommunications Service Priority Systems		0%	0%	NA
602			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA
603			Toll Restriction		19.20%	19.20%	NA

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a ATT MISSOURI
January 4, 2006

APPENDIX PRICING
SCHEDULE OF PRICES
ATT MO/YMAX COMMUNICATIONS CORP.

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
604			Wireless Carrier Interconnection Services		0%	0%	NA
605							NA
606			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA
607							
608			Simple conversion charge per billable number		NA	\$ 25.00	NA
609			Electronic conversion orders per billable number		NA	\$ 5.00	NA
610			Complex conversion orders per billable number		NA	\$ 125.00	NA
611							
612			AT&T Missouri transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA
613			party pub, per occurrence, per dir publisher				
614							

**APPENDIX WP
EXHIBIT 1
AT&T MISSOURI**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND/OR AT&T
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term "Service Bureau Provider" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **AT&T SOUTHWEST REGION 5-STATE**'s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T SOUTHWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **AT&T SOUTHWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (NEVADA)

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APPENDIX PRICING (NEVADA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.3 Intentionally left blank.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is

deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T NEVADA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T NEVADA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 Intentionally left blank.
- 1.9 AT&T NEVADA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T NEVADA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T NEVADA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T NEVADA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC

shall pay for the Product or Service at AT&T NEVADA's current generic contract rate for the Product or Service set forth in AT&T NEVADA's applicable state-specific generic pricing schedule as published on AT&T NEVADA's CLEC website; or

- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T NEVADA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T NEVADA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T NEVADA's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
 - 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T NEVADA for that Product or Service and incorporated into AT&T NEVADA's current state-specific generic pricing schedule as published on AT&T NEVADA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T NEVADA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T NEVADA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T NEVADA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T NEVADA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T NEVADA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

- 2.1 All prices for *usage charges*, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in AT&T NEVADA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for *usage charges*, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, AT&T NEVADA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, AT&T NEVADA shall *delay billing or* bill at the prices AT&T NEVADA is currently billing one (1) or more of its other CLEC End Users that, in AT&T NEVADA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. *These true ups will be excluded from billing performance results.*

- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, AT&T NEVADA and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T NEVADA 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 NEVADA will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each Lawful UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the AT&T NEVADA network, without any changes to AT&T NEVADA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network
- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T NEVADA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING

ATT NEVADA/YMAX COMMUNICATIONS CORP.

	NON-RECURRING											
	Service Order							Channel				
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
LOOPS												
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
2-Wire ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (MECHANIZED)	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-wire ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16		\$0.16		\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00		\$0.00		\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DSL CAPABLE LOOPS												
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	HOX32	\$48.15	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	XOX32	\$22.25	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	MOX32	\$0.32	MOX34	\$0.00	N/A	\$0.00		\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$74.60	\$38.19	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING

ATT NEVADA/YMAX COMMUNICATIONS CORP.

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE												
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
CROSS CONNECTS TO COLLOCATION CAGE												
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	MOX15	\$0.16	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	MOX15	\$0.00	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	CDS1S, HOX82	\$3.29	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	CDS1S, HOX82	\$0.81	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING												
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00

Note: When comparing a USOC on the CABS bill to rates above see the rules below.

Service order Connect is the sum of service order connect and Channel Connect.

Service order Disconnect is the sum of service order disconnect and Channel disconnect.

Service order change is the sum of service order change and Channel change.

Service Migrations are only billed Service Order connect or disconnect charges

Nevada						
			USOC	Recurring	Non-Recurring	
NETWORK ELEMENTS				Initial	Add'l	
LOOPS (Includes NID)						
2-Wire Analog						
	-Zone 1		LKB/LKBAA, AELKB, AELKA	\$11.77	@	@
	-Zone 2		LKB/LKBAA, AELKB, AELKA	\$22.64	@	@
	-Zone 3		LKB/LKBAA, AELKB, AELKA	\$66.25	@	@
5db Conditioning				@	@	
**	-Zone 1		In addition to 2-wire analog Loop	\$6.28	@	@
**	-Zone 2		In addition to 2-wire analog Loop	\$6.28	@	@
**	-Zone 3		In addition to 2-wire analog Loop	\$6.28	@	@
4-Wire Analog				@	@	
	-Zone 1		LK4WA	\$16.48	@	@
	-Zone 2		LK4WA	\$31.08	@	@
	-Zone 3		LK4WA	\$92.13	@	@
2-wire Digital				@	@	
	-Zone 1		LKB2Q/LKB3Q/U2Q/U3Q	\$11.77	@	@
	-Zone 2		LKB2Q/LKB3Q/U2Q/U3Q	\$22.64	@	@
	-Zone 3		LKB2Q/LKB3Q/U2Q/U3Q	\$66.25	@	@
DS1 Loop				@	@	
	-Zone 1		LKC4W	\$16.48	@	@
	-Zone 2		LKC4W	\$31.08	@	@
	-Zone 3		LKC4W	\$92.13	@	@
DS3 Loop				@	@	
	-Zone 1		U4D3X	\$1,176.48	@	@
	-Zone 2		U4D3X	\$1,590.01	@	@
	-Zone 3		U4D3X	ICB	ICB	ICB
DSL CAPABLE LOOPS						
2-Wire xDSL Loop				@	@	
	PSD #1 - 2-Wire xDSL Loop Zone 1		2SLAX	\$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2		2SLAX	\$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3		2SLAX	\$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1		2SLBX	\$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2		2SLBX	\$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3		2SLBX	\$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1		2SLCX	\$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2		2SLCX	\$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3		2SLCX	\$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1		2SLDX	\$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2		2SLDX	\$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3		2SLDX	\$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1		U2F	\$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2		U2F	\$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3		U2F	\$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1		2SLFX	\$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2		2SLFX	\$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3		2SLFX	\$66.25	@	@
4-Wire xDSL Loop						
	PSD #3 - 4-Wire xDSL Loop Zone 1		4SL1X	\$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2		4SL1X	\$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3		4SL1X	\$92.13	@	@
Loop Qualification Process (Per Loop)						
	Loop Qualification Process (Per Loop) Mechanized - Zone 1		NR98U	N/A	\$0.00	N/A
	Loop Qualification Process (Per Loop) Mechanized - Zone 2		NR98U	N/A	\$0.00	N/A
	Loop Qualification Process (Per Loop) Mechanized - Zone 3		NR98U	N/A	\$0.00	N/A
	Loop Qualification Process (Per Loop) Manual - Zone 1		NRBXU	N/A	\$0.10	N/A
	Loop Qualification Process (Per Loop) Manual - Zone 2		NRBXU	N/A	\$0.10	N/A
	Loop Qualification Process (Per Loop) Manual - Zone 3		NRBXU	N/A	\$0.10	N/A
DSL Conditioning Options						
	Removal of Repeaters		NRBXV	N/A	\$83.67	\$83.67
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)		NRBNL	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)		NRBNP	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Repeaters		NRBXH	N/A	\$83.67	\$83.67
	Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)		NR8TV	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)		NR8TW	N/A	\$83.67	\$83.67
	Removal of Bridged Taps		NRBXW	N/A	\$83.67	\$83.67
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)		NRBNK	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)		NRBNN	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Load Coils		NRBXF	N/A	\$83.67	\$83.67
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)		NRBM8	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)		NRBM9	N/A	\$83.67	\$83.67
	Removal of Load Coils		NRBXZ	N/A	\$83.67	\$83.67
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)		NRBNJ	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)		NRBNH	N/A	\$83.67	\$83.67

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	Remove All Bridged Tap (RABT) - MMP				
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMJR	N/A	\$425.64	
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$1,101.85	
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	\$425.64	
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A	\$425.64	
	NETWORK INTERFACE DEVICE (NID)				
	NID Crossconnect	Included in the Loop Rate	\$0.44	@	@
	Cross Connects to Collocation Cage				
	Analog 2-wire	CCDSO, AEE1S	\$0.40	@	@
	Analog 4-wire	C2CB4	\$0.79	@	@
	Digital 2-wire	UCX92	\$1.48	@	@
	Digital 4-wire	CDS1U	\$2.98	@	@
	2 Wire ADSL Shielded Cross connect to Collocation	UXRRX	\$0.57	@	@
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$0.24	@	@
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$0.47	@	@
	DS3 C.O. Cross Connect to Collocation	CDS3U	\$28.98	@	@
	#The price assumes all Central Office cross-connects required to provision the HFPL product				
	LST				
	LST performed on CODSLAM Loop	URCLD	N/A	\$245.99	N/A
	LST performed on Sub Loop	URCLB	N/A	\$202.64	N/A
	Sub-loop Unbundling				
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	U6LSA	\$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	U6LSA	\$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	U6LSA	\$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1	U6LSB	\$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2	U6LSB	\$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3	U6LSB	\$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1	U6LSC	\$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2	U6LSC	\$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 3	U6LSC	\$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	U6LSS	\$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	U6LSS	\$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	U6LSS	\$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	U6LST	\$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	U6LST	\$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	U6LST	\$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	U6LSA	\$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	U6LSA	\$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	U6LSA	\$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1	U6LSB	\$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2	U6LSB	\$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 3	U6LSB	\$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1	U6LSC	\$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2	U6LSC	\$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3	U6LSC	\$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	U6LSS	\$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	U6LSS	\$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	U6LSS	\$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	U6LST	\$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	U6LST	\$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	U6LST	\$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3	U6LSU	\$0.29	N/A	N/A
**	ECS to SAI/FDI Subloop Charge-2-Wire DSL Zone 1	U6LSA	\$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	U6LSA	\$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	U6LSA	\$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1	U6LSB	\$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2	U6LSB	\$10.78	N/A	N/A
**	ECS to Term Subloop Charge-2-Wire DSL Zone 3	U6LSB	\$17.97	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 1	U6LSC	\$6.36	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 2	U6LSC	\$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3	U6LSC	\$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1	U6LSS	\$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2	U6LSS	\$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3	U6LSS	\$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1	U6LST	\$6.36	N/A	N/A
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2	U6LST	\$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3	U6LST	\$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3	U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1	U6LSA	\$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2	U6LSA	\$0.93	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3	U6LSA	\$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1	U6LSB	\$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2	U6LSB	\$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3	U6LSB	\$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1	U6LSC	\$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2	U6LSC	\$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3	U6LSC	\$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1	U6LSS	\$12.67	N/A	N/A

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2	U6LSS	\$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3	U6LSS	\$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1	U6LST	\$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2	U6LST	\$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3	U6LST	\$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3	U6LSU	\$0.29	N/A	N/A
Sub-loop Unbundling Cross Connect					
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UCSC6	N/A	\$275.96	\$136.01
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UCSC6	N/A	\$342.07	\$136.01
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating	UCSC6	N/A	\$395.75	\$154.58
	Subloop Cross Connect DS1 Non-Central Office Originating	UCNC6	N/A	\$686.17	\$277.73
	Subloop Cross Connect DS3 Non-Central Office Originating	UCNC6	N/A	\$1,018.94	\$401.90
Cross Connects to Point of Access (POA)					
Analog Loop to POA					
2-Wire					
**	Method 1	UXRA1	\$0.40	\$145.31	\$104.33
**	Method 2	UXRA2	\$0.40	\$145.31	\$104.33
**	Method 3	UXRA5	\$0.40	\$145.31	\$104.33
4-Wire					
	Method 1	UXRB1	\$0.79	\$161.81	\$116.91
	Method 2	UXRB2	\$0.79	\$161.81	\$116.91
	Method 3	UXRB5	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access					
2-Wire					
**	Method 1	UXRA1	\$1.48	\$145.31	\$104.33
**	Method 2	UXRA2	\$1.48	\$145.31	\$104.33
**	Method 3	UXRA5	\$1.48	\$145.31	\$104.33
4-Wire					
	Method 1	UXRB1	\$2.98	\$161.81	\$116.91
	Method 2	UXRB2	\$2.98	\$161.81	\$116.91
	Method 3	UXRB5	\$2.98	\$161.81	\$116.91
Dedicated Transport					
- DS1 Interoffice Transport					
Statewide					
	Fixed (per termination)	1L5UB	\$ 32.32	@	@
	Variable (per mile)	1L5UB	\$ 1.84		
- DS3 Interoffice Transport					
Statewide					
	Fixed (per termination)	1L5UB	\$ 372.70	@	@
	Variable (per mile)	1L5UB	\$ 35.72		
- Dedicated Transport Cross Connects					
	DS1 to Collocation		\$22.98	@	@
	DS3 to Collocation		\$29.47	@	@
MULTIPLEXING					
**	DS1 / Voice Grade	MQ1UB	\$265.89	@	@
**	DS3 / DS1	MQ3UB	\$673.94	@	@
Dark Fiber					
**	Dark Fiber -Interoffice per strand Zone 1	ULY4X	\$40.67	\$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2	ULY4X	\$40.67	\$2,021.02	N/A
	Dark Fiber -Interoffice per strand Zone 3		N/A	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1	ULJAA, ULJAB	\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2	ULJAA, ULJAB	\$0.005109	N/A	N/A
	Dark Fiber - Interoffice per foot Zone 3		N/A	N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1	UKCJX	\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2	UKCJX	\$4.19	\$154.70	N/A
	Dark Fiber Cross Connect - Interoffice Zone 3		N/A	N/A	N/A
**	Dark Fiber Cross Connect - Loop Zone 1	UKCHX	\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop Zone 2	UKCHX	\$2.22	\$100.55	N/A
	Dark Fiber Cross Connect - Loop Zone 3		N/A	N/A	N/A
	Dark Fiber - Interoffice Inquiry Zone 1	NR9D6	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 2	NR9D6	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 3		N/A	N/A	N/A
Routine Modifications					
	Routine Modifications of Existing Facilities Change	N3RUE	N/A	ICB	N/A
800 Database					
	per query		\$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "AT&T Nevada Supplemental Non-Recurring Charges" price list)					
Simple Manual					
	New	NRBUR	N/A	\$ 49.80	N/A
	Disconnect	NRBUX	N/A	\$ 45.09	N/A
	Change	NRBUP	N/A	\$ 48.50	N/A
	Record	NRBUV	N/A	\$ 33.54	N/A
Complex Manual					
	New	NRBUQ	N/A	\$ 113.82	N/A
	Disconnect	NRBUW	N/A	\$ 42.40	N/A
	Change	NRBUO	N/A	\$ 100.17	N/A
	Record	NRBUU	N/A	\$ 33.64	N/A
Electronic Simple					
	All	NR9GZ, NR9GG, NR9GU	N/A	\$ 6.55	N/A

TBD - To be Determined
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Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION			USAGE		
LONG-TERM LOCAL BILL AND KEEP ARRANGEMENTS FOR 'IN-BALANCE' SECTION 251(B)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
End Office Local Termination- Interoffice - Terminating					
	Set up charge, per call		\$0.00		
	Duration charge, per MOU		\$0.00		
Tandem Switching - Shared Transport					
	Set up charge, per call		\$0.00		
	Duration charge, per MOU		\$0.00		
Switched Transport - Common					
	Fixed Mileage per MOU (Fixed Mileage)		\$0.00		
	Variable Mileage per MOU per Mile (Variable Mileage)		\$0.00		
COMPENSATION ARRANGEMENTS FOR TERMINATION OF 'OUT-OF-BALANCE' SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU			\$ 0.0007		
OTHER					
Directory Assistance					
	Directory Assistance, per call		0.40	N/A	
	National Directory Assistance (NDA), per call		0.65	N/A	
	Reverse Directory Assistance (RDA), per call		0.65	N/A	
	Business Category Search (BCS), per call		0.65	N/A	
	Express Call Completion / Directory Assistance Call Completion, per call		0.15	N/A	
OS/DA Automated Call Greeting and References / Rates					
	Branding - Other - Initial/Subsequent Load, per switch	BRAND	N/A	\$ 1,800.00	
	Brand and Reference/Rate Look Up, per OS/DA call		0.03	N/A	
	Rate Reference - Initial Load, per state, per OCN		N/A	\$ 5,000.00	
	Rate Reference - Subsequent Load, per state, per OCN			\$ 1,500.00	
Operator Services					
	Fully Automated Call Processing, per call		0.15	N/A	
	Operator Assisted Call processing - All Types (Including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second		0.03	N/A	
	Directory Assistance Listing Information Services				
	per listing for Initial load		\$ 0.086615	N/A	
	per listing for subsequent updates		\$ 0.086615	N/A	
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	N/A	
MISCELLANEOUS					
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	N/A	
	Local Exchange Routing Guide (LERG) Per NXX		N/A	N/A	
	NXX Migration				
	Migration charge/NXX		N/A	N/A	
	Intercompany Terminating Compensation				
	Slamming investigation fee		N/A	N/A	
Message Exchange					
	ME 3rd Party Host--Facility CLEC				
	CLEC Billing Charge (per message)		\$ 0.05		
	AT&T Nevada Billing Charge (per message)		\$ 0.05		
	AT&T Nevada Settlement Charge (per message)		\$ 0.16		
	ME PB Host--Facility CLEC				
	Set-Up Charge				\$8,500.00
	AT&T Nevada Monthly Charge		\$1,200.00		
	AT&T Nevada Message Processing Rate (per message)		\$0.014		
	AT&T Nevada Replacement Tape Fee (per tape)		\$ 50.00		
	AT&T Nevada Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		
	ME 3rd Party or No Host--Resale/UNE CLEC				
	CLEC Billing Charge (per message)		\$ 0.05		N/A
	AT&T Nevada Settlement Charge (per message)		\$ 0.16		
	ME PB Host--Resale/UNE CLEC				
	Set-Up Charge				\$4,250.00
	AT&T Nevada Monthly Charge		\$600.00		
	AT&T Nevada Message Processing Rate (per message)		\$0.014		
	AT&T Nevada Message Packaging Rate (per message)		\$0.011		
	AT&T Nevada Replacement Tape Fee (per tape)		\$ 50.00		
	AT&T Nevada Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		
MAINTENANCE OF SERVICE CHARGES				First Half-Hour	Each Addl. Half-Hour
	Basic Time		N/A	\$62.64	\$34.11
	Overtime		N/A	\$69.14	\$40.61

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NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	Premium Time		N/A	\$94.22	\$47.10
TIME & MATERIAL CHARGES				First Half-Hour	Each Addl. Half-Hour
	Basic Time		N/A	\$55.03	\$34.11
	Overtime		N/A	\$61.53	\$40.61
	Premium Time		N/A	\$68.04	\$47.10
Poles and Duct (Structure)			Annual		
	Poles (\$/attachment/yr.) ##		\$ 2.35		
	Per Foot Conduit Occupancy Fees ##		\$ 1.34		
	Full Duct (\$/ft/yr.)		\$ 0.67		
	Half Duct (\$/ft/yr.)				
				Non recurring	
	Contract Administration Fee			\$ 125.00	
	Administrative Record-Keeping Fee			\$ 125.00	
	Unauthorized Attachment Fee			\$500 per Pole	
	Unauthorized Occupancy Fee			\$500 per Manhole	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
## 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 CLEC no later than November 1st for the succeeding year.					
All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)					
@	See Supplemental Rate Sheet for Non-Recurring Charges				
**	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
OTHER RESALE			Resale Discounts		
			Recurring	Non recurring	
Universal Lifeline Service					
	- Rates and Charges				
	- Rate per month for each ULS access line:				
	- Individual Line Flat Rate Lifeline Res. Service		18.05%	N/A	
	- Two-Party Line Flat Rate Lifeline Res. Service		18.05%	N/A	
	- Individual Line Standard Measured Lifeline Residence Service		18.05%	N/A	
	- Individual Line Low Use Measured Lifeline Residence Service		18.05%	N/A	
	- Suburban Primary Station Lifeline Residence Service		18.05%	N/A	
	- Farmer Line Lifeline Residence Service		18.05%	N/A	
Call Restriction					
	- Rates and Charges				
	- each residence exchange line		18.05%	N/A	
	- each trunk and business exchange line		18.05%	N/A	
900 Call Blocking					
	- Rates and Charges				
	- Add 900 Call Blocking- Residence				
	- Call Blocking				
	- Individual Line Flat Rate Residence Service				
	- Subsequent Request		N/A	18.05%	
	- Individual Line Measured Rate Res. Service				
	- Subsequent Request		N/A	18.05%	
	- Add 900 Call Blocking- Business				
	- Call Blocking				
	- Business Service Flat Rate				
	- per line		N/A	18.05%	
	- Call Blocking				
	- Business Service Measured Rate				
	- per line		N/A	18.05%	
Listing Services					
	- Rates and Charges				
	- Additional Listings and Lines of Information				
	- Listing Type				
	- Each business listing		18.05%	N/A	
	- Any individual residing at a residence, listed at the residence, each listing		18.05%	N/A	
	- Listing of guest of hotel, each listing		18.05%	N/A	
	- Reference to service of same subscriber, each listing		18.05%	N/A	
	- Reference to service of another subscriber, each listing		18.05%	N/A	
	- Other information in addition to a listing, each line		18.05%	N/A	
	- Non-Published Service		18.05%	N/A	
	- Each Service		18.05%	N/A	
DIRECTORY ASSISTANCE / OPERATOR SERVICES					
	Local Directory Assistance		18.05%	N/A	
	Local Operator Services		18.05%	N/A	
	National Directory Assistance (NDA), per call		0.65	N/A	
	Reverse Directory Assistance (RDA), per call		0.65	N/A	
	Business Category Search (BCS), per call		0.65	N/A	
	Express Call Completion / Directory Assistance Call Completion, per call		0.15	N/A	

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Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
OS/DA Automated Call Greeting and References / Rates				
Branding - Other - Initial/Subsequent Load, per switch	BRAND	N/A	\$ 1,800.00	
Brand and Reference/Rate Look Up, per OS/DA call		0.03	N/A	
Rate Reference - Initial Load, per state, per OCN		N/A	\$ 5,000.00	
Rate Reference - Subsequent Load, per state, per OCN			\$ 1,500.00	
RESALE				
Elements for new and additional service, move and changes and in place connections. (BUSINESS)				
- Service Ordering Charge, per customer request:				
- Connecting new or additional central office line		N/A	18.05%	
- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)		N/A	18.05%	
- Move/chg. svc./equip. or add new or additional svc./equip. associated with CCS or CC2000 ftrs.		N/A	18.05%	
- Central Office Line Connection Charge, per line:				
- Local Central Office		N/A	18.05%	
- Contiguous Foreign Exchg./Foreign Prefix Svc.		N/A	18.05%	
- Noncontiguous Foreign Exchange		N/A	18.05%	
- Premises Visit Charge- each visit		N/A	18.05%	
Elements for new and additional service, move and changes and in place connections. (RESIDENCE)				
- Service Ordering Charge, per customer request:		N/A	18.05%	
- Connecting new or additional central office line		N/A	18.05%	
- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)		N/A	18.05%	
- Move/chg. svc./equip., or add new or additional svc./equip. associated with CCS or CC2000 ftrs				
- Central Office Line Connection Charge, per line:		N/A	18.05%	
- Local Central Office ¹		N/A	18.05%	
- Contiguous Foreign Exchg./Foreign Prefix Svc.		N/A	18.05%	
- Noncontiguous Foreign Exchange		N/A	18.05%	
Other Equipment and Facilities				
- Charges for moving, rearranging, or changing of equip., apparatus, or facilities, other than provided in this Section, will be an amount equal to the cost of labor and material.		0%	N/A	
MOVE AND CHANGE CHARGES				
Cust. requested Number Chg. (BUSINESS)				
- First Primary Service Line of each account		N/A	18.05%	
- Each Additional Primary Service Line of same account on same order		N/A	18.05%	
Cust. requested Number Chg. (RESIDENCE)				
- First Primary Service Line of each account		N/A	18.05%	
- Each Additional Primary Service Line of same account on same order		N/A	18.05%	
SERVICE CONNECTION CHARGES				
New and Additional Complex Business Svc.				
- Primary Service, each line:				
- Local and Extended Area Service				
- TAS trunk line service or Answering line		N/A	18.05%	
- Tie line (same premises)		N/A	18.05%	
- Custom Data Service, each line		N/A	18.05%	
- Foreign Exchange Service, Contiguous, each line				
- TAS trunk line service or Answering lines		N/A	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line				
- TAS trunk line service or Answering lines		N/A	18.05%	
- Foreign Prefix Svc. in same exchange, each line				
- TAS trunk line service or Answering lines		N/A	18.05%	
- Extension Line; PBX, Horizon, ACD and TAS Station Line Service; Secretarial Line Service:				
- Off-premises, in the same bldg. or different bldg. on continuous property				
- Extension Line		N/A	18.05%	
- PBX, TAS, Horizon, or ACD Line		N/A	18.05%	
- Secretarial Line		N/A	18.05%	
- Off-premises, on noncontinuous property in the same central office serving area, each line				
- Extension Line		N/A	18.05%	
- PBX, TAS, ACD, or Horizon line		N/A	18.05%	
- Tie line		N/A	18.05%	
- Secretarial line, Extension of an individual access line or trunk		N/A	18.05%	
- Secretarial Line, Extension of a PBX line, ACD line or Horizon line		N/A	18.05%	
- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line				
- Extension line		N/A	18.05%	
- PBX, TAS, ACD, Horizon line or Tie line		N/A	18.05%	
- Secretarial line - Extension of an individual access line or trunk		N/A	18.05%	
- Secretarial line - Extension of a PBX line, ACD line or Horizon line		N/A	18.05%	
New and Additional Complex Residence Service				
- Primary Service, each line:				
- Local and Extended Area Service				
- Individual access line, Trunk line service		N/A	18.05%	
- Custom Data Service, each line		N/A	18.05%	
- Foreign Exchange Service, Contiguous, each line				
- Individual access line, Trunk line service		N/A	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line				
- Individual access line, Trunk line service		N/A	18.05%	
- Foreign Prefix Svc. in same exchange, each line				
- Individual access line, Trunk line service		N/A	18.05%	
- Extension Line; PBX Primary Line; Secretarial Line Service				

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- On and off premises in the same bldg. or different bldg. on continuous property, each line				
	- Extension line		N/A	18.05%	
	- PBX line		N/A	18.05%	
	- Secretarial line		N/A	18.05%	
	- Off-premises on noncontinuous property in the same central office service area, each line				
	- Extension line		N/A	18.05%	
	- PBX line		N/A	18.05%	
	- Secretarial line		N/A	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line				
	- Extension line		N/A	18.05%	
	- PBX line		N/A	18.05%	
	- Secretarial line		N/A	18.05%	
	EXCHANGE SERVICES				
	FOREIGN EXCHANGE (FX) SERVICES				
	Foreign Exchange Rates and Charges				
	- Foreign Exchange Mileage Rate				
	- Each one-half mile or fraction thereof-				
	- Each individual flat rate PBX business trunk		18.05%	N/A	
	- Each individual flat rate line primary station- Res. And Bus.		18.05%	N/A	
	LOCAL EXCHANGE SERVICES				
	Measured Rate Service				
	- Local Exchange Measured Rate Service				
	- Rates and Charges				
	- Rate per month for each primary individual line service (for all AT&T Nevada exchanges unless otherwise noted):				
	- Individual Measured Res. or Bus. Service		18.05%	N/A	
	- Individual Measured Business Service		18.05%	N/A	
	- Individual Standard Measured Residence Svc.		18.05%	N/A	
	- Individual Low Use Measured Residence Svc.		18.05%	N/A	
	- Usage rate schedule				
	- The day rate applies to the following:				
	- Initial minute		18.05%	N/A	
	- Additional minute		18.05%	N/A	
	- The evening rate applies to the following:				
	- Initial minute		18.05%	N/A	
	- Additional minute		18.05%	N/A	
	- The night rate applies to the following:				
	- Initial minute		18.05%	N/A	
	- Additional minute		18.05%	N/A	
	- Switched 56 Data Service				
	- Rates and Charges				
	- Each SW-56 equipped line or trunk				
	- Datapath/TCM - 2-wire local		18.05%	18.05%	
	- Datapath Extension (DPX) - 2-wire remote		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire local		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire remote		18.05%	18.05%	
	Flat-Rate Service				
	- Local Exchange Flat-Rate Service				
	- Rates and Charges				
	- Rate per month for each primary individual and party line service:				
	- Individual Line Flat Rate Business Service		18.05%	N/A	
	- Individual Line Flat Rate Residence Service		18.05%	N/A	
	- Individual Line Flat Rate Business Service - Without Telephone		18.05%	N/A	
	- Individual Line Flat Rate Residence Service - Without Telephone		18.05%	N/A	
	- Two-Party Line Flat Rate Business Service		18.05%	N/A	
	- Two-Party Line Flat Rate Residence Service		18.05%	N/A	
	- TeenLine				
	- Rates and Charges				
	- TeenLine		18.05%	N/A	
	Local Service Options				
	- Farmer Line Service				
	- Rates and Charges				
	- Rate per month for each station				
	- Farmer Line Business Service		18.05%	N/A	
	- Farmer Line Residence Service		18.05%	N/A	
	- Suburban Service				
	- Rates and Charges				
	- Each suburban primary station service				
	- Suburban service- business		18.05%	N/A	
	- Suburban service- residence		18.05%	N/A	
	- Suburban Mileage				
	- Reno and Carson City Exchanges				
	- All customer's locations within one mile of the base rate area of special rate area		N/A	N/A	
	- All additional customer locations		N/A	N/A	
	- All exchanges except Reno and Carson City				
	- All the customer's locations within one mile of the base rate area of special rate area		N/A	N/A	
	- All additional customer locations		N/A	N/A	
	Interoffice Mileage Rates				
	- Mileage rates- per month				
	- Mileage between Central Offices of Exchange for each individual residence or business service:				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- First One-Quarter Mile or Fraction of Quarter Mile		18.05%	N/A	
	- Each additional Quarter Mile or Fraction of Quarter Mile		18.05%	N/A	
	PRIVATE BRANCH EXCHANGE TRUNKS				
	Private Branch Exchange Trunks				
	- Rates per month				
	- Mileage between COs of exchange				
	- First one-quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	N/A	
	- Each additional quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	N/A	
	Measured Rate Trunks				
	- Rates and Charges				
	- Rates apply to each trunk line equipped				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	N/A	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	N/A	
	Flat Rate Trunks				
	- Rates and Charges				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	N/A	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	N/A	
	Direct-in-Dialing (DID) to PBX Systems				
	- Rates and Charges				
	- DID service				
	- Group of DID Numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	N/A	
	- 100 numbers		18.05%	N/A	
	- Additional Group of numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	N/A	
	- 100 numbers		18.05%	N/A	
	Two-way Operation to PBX Systems (DID/DOD)				
	- Rates and Charges				
	- Two-way Operation				
	- Group of DID/DOD Numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	N/A	
	- 100 numbers		18.05%	N/A	
	- Additional Group of DID/DOD numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	N/A	
	- 100 numbers		18.05%	N/A	
	PREMIUM EXCHANGE SERVICES				
	Extension Service				
	Remote Call Forwarding				
	- Rates and Charges				
	- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.				
	- First access path				
	- Intrastate Inter-Service Area flat rate bus.		18.05%	N/A	
	- Interstate flat rate business		18.05%	N/A	
	- Intrastate Inter-Service Area flat rate res.		18.05%	N/A	
	- Interstate flat rate residence		18.05%	N/A	
	- Intra-Service Area flat rate business		18.05%	N/A	
	- Intra-Service Area flat rate residence		18.05%	N/A	
	- Additional access path			N/A	
	- each, Local		18.05%	N/A	
	- each, Toll		18.05%	N/A	
	Premiere Communications Service				
	- Rates and Charges - Premiere 6				
	- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.				
	- Basic Features, Premiere 6				
	- Each line		18.05%	N/A	
	- Optional Line Features				
	- Premiere 6 Call Waiting- each line		18.05%	N/A	
	- Premiere 6 Call Forwarding- each line		18.05%	N/A	
	- Premiere 6 Alternate Answering- each line		18.05%	N/A	
	- Optional Group Features				
	- Premiere 6 Convenience Dialing- each Premiere 6 group		18.05%	N/A	
	- Premiere 6 Distinctive Ringing- each Premiere 6 group		18.05%	N/A	
	- Premiere 6 Outward WATS Access- each Premiere 6 group		18.05%	N/A	
	- Premiere 6 800 Service Access- each Premiere 6 group		18.05%	N/A	
	- Service Charges				
	- Establishment of Service				
	- Same time as associated access line(s)				
	- Subsequent to establishing associated line		N/A	18.05%	
	- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both Business and Residence , except 800 Service.				
	- Addition of optional feature(s) to an existing Premiere group- each group		N/A	18.05%	
	- Changes to the customer specified parameters associated with Premiere Alternate Answering- each line		N/A	18.05%	
	- Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line		N/A	18.05%	
	- Add a line to a Premiere group- each line		N/A	18.05%	
	- Change or remove a line from a Premiere group- each line		N/A	18.05%	

TBD - To be Determined
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NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Change from Premiere 6 to Premiere 20- each line		N/A	18.05%	
	- Install Outward WATS/800 Service Access, each System		N/A	18.05%	
	- Measured Service				
	- Rates and Charges - Premiere 20				
	- The rates and charges following are for Premiere 20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.				
	- Basic Features, Premiere 20- each line		18.05%	N/A	
	- Optional Line Features				
	- Premiere 20 Call Waiting- each line		18.05%	N/A	
	- Premiere 20 Call Forwarding- each line		18.05%	N/A	
	- Premiere 20 Alternate Answering- each line		18.05%	N/A	
	- Premiere 20 Convenience Dialing- each line		18.05%	N/A	
	- Optional Group Features				
	- Premiere 20 Distinctive Ringing- each group		18.05%	N/A	
	- Premiere 20 Outward WATS/800 Access-				
	- WATS Access				
	- each access code		18.05%	N/A	
	- 800 Service Access				
	- each 800 Service Line		18.05%	N/A	
	- Premiere 20 Additional Call Pickup Group				
	- each additional group		18.05%	N/A	
	Hunting Service				
	- Rates and Charges ^{1,2,3}				
	- Hunting Service, each line in a hunt group				
	- Series Complete		18.05%	N/A	
	- Circular		18.05%	N/A	
	- Preferential		18.05%	N/A	
	- Uniform Call Distribution		18.05%	N/A	
	Direct Connect				
	- Rates and Charges				
	- each line		18.05%	18.05%	
	Confinement Services Offered by AT&T Nevada				
	- Rates and Charges				
	- Rate Periods and Rate Discounts				
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.				
	- Rate Mileage				
	- 0-10 Initial Minute		18.05%	N/A	
	- 11-22 Initial Minute		18.05%	N/A	
	- 23-55 Initial Minute		18.05%	N/A	
	- 56-124 Initial Minute		18.05%	N/A	
	- 125-Plus Initial Minute		18.05%	N/A	
	- Operator Assisted Messages				
	- Operator Assisted Station		18.05%	N/A	
	- Operator Assisted Person		18.05%	N/A	
	- Station Service and Person Service				
	JOINT USER SERVICE				
	- Regulations				
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.				
	- joint user service is not furnished in connection with residence telephone service or farmer line service.				
	- Rates and Charges				
	- Rate per month for each joint user service:				
	- Individual Party or Answering Line Service				
	- all exchanges		18.05%	N/A	
	- PBX or Cord-Operated Answering Service				
	- all exchanges		18.05%	N/A	
	MESSAGE TELECOMMUNICATION SERVICE				
	STANDARD SERVICE OFFERINGS				
	Two-Point Message Telecommunication Service				
	- Rates and Charges - Message Toll Rate - Reno LATA				
	- Rate Periods and Rate Discounts				
	- Monday thru Friday				
	- day rate (8:00 am to 5:00 pm) = 0% discount.				
	- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Saturday, night rate, all hours = 50% discount.				
	- Sunday ²				
	- night rate (8:00 am to 5:00pm) = 50% discount.				
	- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Mileage and Corresponding Rates for Different Classes of Service - Day Rate Period				
	- Residence - Dial Station-to-Station				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 11-22				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 23-55				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 56-124				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 125-plus				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	-Business and assisted types of calls				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 11-22				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 23-55				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 56-124				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	- 125-plus				
	- initial minute		18.05%	N/A	
	- each additional minute		18.05%	N/A	
	Toll Stations				
	- Rates and Charges				
	- Individual Access Lines and Primary Station Service				
	- Individual access line		18.05%	N/A	
	- Extension Station Service Line				
	- Where located off the premises on which the primary service point is located.				
	- Installation charge		N/A	0%	
	- Monthly rate				
	Message Toll Telephone Service				
	- See this tariff for a complete list of rate centers and Central Offices in the State of Nevada, together with V-H coordinates for use in determining air-line mileages for message toll telephone service and measured exchange service.				
	Toll Service - Station Service				
	- Rates				
	- Each business or residence toll service-station, per year		18.05%	N/A	
	- Interconnection of two toll service-station lines terminating at same toll station or toll switchboard, each message		18.05%	N/A	
	- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message		18.05%	N/A	
	OPTIONAL CALLING PLANS				
	Dial One Metro				
	- Rates and Charges				
	- Dial One Metro - Residence				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- Dial One Metro - Business				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%	N/A	
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
	- Non-recurring ¹		N/A	18.05%	
	- Dial One Metro or Equivalent ²				
	- From Rural Telephone Company prefix 969 to EAD 7		18.05%	18.05%	
	WIDE AREA TELECOMMUNICATION SVC. (WATS)				
	OUTWARD WATS AND 800 SERVICE				
	Outward WATS and 800 Service				
	- Charges and Rates				
	- Installation Charge				
	- an access line will be furnished at the service connection charges or multi-element services charges equivalent to that of a business individual access line as shown in NE A3.				
	- Extension Station Lines				
	- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.				
	- Move and Change Charge				
	- Move or change an outward statewide access line		N/A	18.05%	
	- Move or change an outward intraLATA access line		N/A	18.05%	
	- Move or change an 800 access line		N/A	18.05%	
	Outward WATS				
	- Rates and Charges				
	- Access Rates				
	- Statewide (Band 8)				
	- Access line, each ¹		18.05%	N/A	
	- IntraLATA only (Band 9), within the customer's serving LATA				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Access line, each		18.05%	N/A	
	- InterLATA only (Band 11), outside the customer's serving LATA				
	- Access line, each		18.05%	N/A	
	- Monthly Usage Rates				
	- Average Hours of Use per Line - Outward WATS				
	- 0 - 15		18.05%	N/A	
	- 15.1 - 40		18.05%	N/A	
	- 40.1 - 80		18.05%	N/A	
	- over 80		18.05%	N/A	
	800 Service				
	- Rates and Charges				
	- Access Rates - Statewide				
	- Access Line, each		18.05%	N/A	
	- Monthly Usage Rates - Statewide				
	- Hours of Usage				
	- Business Day, Monday thru Friday, 9a.m. to 9p.m.		18.05%	N/A	
	- Off Peak, All Other Hours		18.05%	N/A	
	CENTRAL OFFICE SERVICES				
	TELEPHONE ANSWERING SERVICE				
	Secretarial Answering Service				
	- Rates and Charges				
	- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.				
	- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:				
	- 1/4 to 3/4 miles, flat rate				
	- each extension line		18.05%	N/A	
	- 4/4 to 7/4 miles, flat rate				
	- each extension line		18.05%	N/A	
	- over 7/4 miles, flat rate				
	- each extension line		18.05%	N/A	
	MISCELLANEOUS SERVICE OFFERINGS				
	MILEAGE CHARGES				
	Extension Lines				
	- Rates and Charges				
	- Apply to each extension, PBX, order receiving equipment and key equipment station line.				
	- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)				
	- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)				
	- Each one-quarter mile or fraction thereof-				
	- Each extension station		18.05%	N/A	
	- Each PBX station		18.05%	N/A	
	- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)				
	- Each extension station line or key equipment station line, per local loop (1 required per line)		18.05%	N/A	
	- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)		18.05%	N/A	
	- Terminals are on noncontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)				
	- First one-quarter mile or fraction thereof-				
	- Each PBX station		18.05%	N/A	
	- Each extension station		18.05%	N/A	
	- Each additional one-quarter mile or fraction thereof				
	- Each PBX station		18.05%	N/A	
	- Each extension station		18.05%	N/A	
	- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:				
	- for one customer;				
	- served by dedicated cable between premises of same customer on noncontinuous property;				
	- minimum cable capacity of 100 pairs and less than an airline mile in length.				
	- Each dedicated cable				
	- basic termination charge		N/A	0%	
	- rate per month		0%	N/A	
	- Service Area Transmission Equipment				
	- installation charge		N/A	0%	
	- rate per month		0%	N/A	
	- expense incurred by the Utility to meet transmission and/or signaling requirements.				
	Tie Line Service				
	- Rates and Charges				
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)		18.05%	N/A	
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)		18.05%	N/A	
	MISCELLANEOUS SWITCHING ARRANGEMENTS				
	Arrangements for Night, Sunday, and Holidays				
	- Rates and Charges				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Termination in Central Office, With Night Listing for Private Branch Exchange System:				
- each terminal		18.05%	N/A	
Multiple Line Control Arrangements				
- Rates and Charges				
- First 6 Lines of a Group		18.05%	18.05%	
- Each Additional Line of Same Group		18.05%	18.05%	
TOLL RESTRICTION SERVICES				
Toll Diversion				
- Rates and Charges				
- Changes in Telephone Prefixes and Codes:				
Each change in diverting equipment arrangement or call control equipment to divert or not divert calls to one or more telephone prefixes or codes:				
- For each Group of Trunks having the same diverting arrangement		N/A	18.05%	
- Access Code Diverting Service:				
- Each central office arrangement of a trunk of a dial PBX system to divert access code "0" or "1"		18.05%	18.05%	
DISCRETIONARY EXCHANGE SERVICES				
CUSTOM CALLING 2000				
- Rates and Charges				
- Feature Rates				
- Call Management Features				
- Call Trace, residence				
- initial charge				
- each occurrence		18.05%	N/A	
- Call Trace, business				
- initial charge				
- each occurrence		18.05%	N/A	
- Caller ID, residence				
- per line		18.05%	N/A	
- Caller ID, business				
- per line		18.05%	N/A	
- Call Return, residence				
- per line		18.05%	N/A	
- Call Return, business				
- per line		18.05%	N/A	
- Repeat Dialing, residence				
- per line		18.05%	N/A	
- Repeat Dialing, business				
- per line		18.05%	N/A	
- Privacy Features				
- Per Call Blocking, residence				
- per line		N/A	N/A	
- Per Call Blocking, business				
- per line		N/A	N/A	
- Per Line Blocking, residence				
- per line		N/A	N/A	
- Blocked Call Rejection, residence				
- per line		18.05%	N/A	
- Blocked Call Rejection, business				
- per line		18.05%	N/A	
- Screen List Editing Features				
- Call Screen, residence				
- per line		18.05%	N/A	
- Call Screen, business				
- per line		18.05%	N/A	
- Priority Ringing, residence				
- per line		18.05%	N/A	
- Priority Ringing, business				
- per line		18.05%	N/A	
- Select Call Forwarding, residence				
- per line		18.05%	N/A	
- Select Call Forwarding, business				
- per line		18.05%	N/A	
- Multi-feature discounts				
- Multi-feature discount rates will apply when ordering the following CC2000 features:				
- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding and Blocked Call Rejection.				
- Multi-feature discounts apply to both Residence and Business features.				
- One feature, current discount is 0%				
- Two or more features, current discount is 25%				
EXPRESS CALL COMPLETION SERVICE (ECCS)				
- Rates and Charges				
- Per affirmative activation, per call		18.05%	N/A	
PRIMARY RATE ISDN (PRI)				
- Rates and Charges				
- Primary Rate Interface ^{1,2}				
- 23B+Primary D interface, Each				
- Month-to-Month		18.05%	18.05%	
- 3 - year		18.05%	18.05%	
- 5 - year		18.05%	18.05%	
- Additional interfaces				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- 24B interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- 23B+Back-up D interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- Optional Features ¹				
	- Alternate Route, each route		18.05%	18.05%	
	- PRI - NET, each PRI interface and Centrex		18.05%	18.05%	
	- Non-PRI Foreign Exchange/Foreign Prefix				
	- Connection, each path/each telephone number		18.05%	18.05%	
	- PRI Subgroup, each subgroup		18.05%	18.05%	
	- Private Facility Connection, each facility group/ trunk group connected		18.05%	18.05%	
	- User to User Information, each PRI interface		18.05%	18.05%	
	- Change Charges				
	- PRI Miscellaneous Change Charge				
	- Each affected PRI serving arrangement		N/A	18.05%	
	OPTIONAL DISCOUNT TOLL CALLING PLANS				
	- Rates and Charges				
	- Comstock Plan - Residence				
	- Monthly Toll Usage Revenues				
	- \$0 - \$49.99				
	- per minute rate is not changed				
	- \$50.00 and above, per minute rate				
	- per minute rate		18.05%	N/A	
	- Bonanza Plan - Business				
	- Monthly Toll Usage Revenues				
	- \$0 - \$14.99				
	- per minute rate is not changed				
	- \$15.00 - \$49.99				
	- per minute rate		18.05%	N/A	
	- \$50.00 - \$249.99				
	- per minute rate		18.05%	N/A	
	- \$250.00 and above				
	- per minute rate		18.05%	N/A	
	- Optional Term Discounts - Business				
	- 1- Year Term= Additional 5%		18.05%	N/A	
	- 2- Year Term= Additional 10%		18.05%	N/A	
	- 3- Year Term= Additional 15%		18.05%	N/A	
	PRIVATE LINE SERVICES				
	CHANNELS				
	Charges.				
	- Channel Termination for Telephone Sets:				
	- Each move or change of a channel termination		N/A	18.05%	
	- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.				
	- Each change in location of a termination of a channel made on same premises at the customer's request		N/A	18.05%	
	- Change of Channel Termination where Customer- Owned Teletypewriter or Morse Station Eq. is used.				
	- Each termination moved or changed on the same premises at the customer's request		N/A	18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
	- Station channel		N/A	18.05%	
	- Station channel extension		N/A	18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.				
	- Each termination of a channel moved or changed on the same premises at the customer's request		N/A	18.05%	
	- Moves to different premises.				
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.				
	CLASSIFICATION AND RATES				
	Series 1000 Channels				
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Types 1002 and 1005:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Type 1006				
	- Half duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for Each First Termination				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Types 1002 and 1005:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Type 1006:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each first termination on premises				
	- CPE Termination				
	- Each		N/A	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Types 1001 and 1009C: ¹				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Types 1002, 1005, and 1006:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Parallel Drop - up to 30 Bauds				
	- Local Channel, Each		18.05%	18.05%	
	- Type 1009C Channels ²				
	- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)		18.05%	18.05%	
	- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.				
	- Station Arrangement - 150 Baud				
	- The rate applies to each first termination.				
	- Station Arrangement, Each		18.05%	N/A	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	N/A	
	- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:				
	- Type 1001 and 1009C:				
	- First 40 miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Next 210 miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Type 1002, 1005, and 1006:				
	- First 40 miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Next 210 miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.				
	- Battery				
	- Battery Supply Other Than Dry Cells:				
	- Each A.C. or D.C. Battery Tap		18.05%	N/A	
	- Private Line Teletypewriter Service and Channels				
	- Rates and Charges				
	- Local or Interexchange Private Line Teletypewriter Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- 150 Baud				
	- Channel:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Channel between first terminations on different				

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NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	premises on noncontinuous property:				
	- Local Loop for termination on a premises				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Additional termination of the same Channel on				
	different premises on the same continuous				
	property as the first termination:				
	- 60, 75, and 100 Speed and 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Channels between Exchanges				
	- Terminating a 2-point Channel or 2-point section				
	of a Multipoint Channel in a Central Office:				
	- Channel Terminal:				
	- Each		18.05%	N/A	
	- Interexchange Channel Mileage for each 2-point Channel or 2-Point				
	Section of a Multipoint Channel per Airline Mile				
	- 0-40 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Next 210 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Channel or service also requires a Local Loop for each station location				
	on noncontinuous property. In addition, Channel between first termination				
	on different premises on the same continuous property, and additional				
	termination on different premises on the same continuous property, also				
	apply if applicable.				
	- Station Arrangement - 150 Baud Service				
	- The charge applies:				
	- once to a Channel entirely on the same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	N/A	
	-Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different				
	premises on the same continuous property:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Channel between first terminations on different				
	premises on noncontinuous property:				
	- Local Loop for each first termination on a premise.				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination				
	- Each		N/A	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Each		N/A	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
- Schedule O				
- Type 1001:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Schedule 1, 2, 3, and 3A				
- Types 1002, 1005, 1006 and 1009C:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each		18.05%	N/A	
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- Schedule O:				
- 0-40 Miles				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Next 210 Miles				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Each Additional Mile				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Schedule 1, 2, 3, and 3A:				
- 0-40 Miles				
- Half Duplex		18.05%		
- Full Duplex		18.05%		
- Next 210 Miles				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Each Additional Mile				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Each channel also requires a local loop for each station location on noncontinuous property.				
In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
Series 2000 Channels				
- Private Line Telephone Service and Channels				
- Charges and Rates				
- Local or Interexchange Private Line Telephone Service and Channels				
- Channel between the first 2 terminations on different premises on the same continuous property:				
- Half Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- Full Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Channel between first terminations on different premises on noncontinuous property				
- Half Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- Full Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
- Half Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- Full Duplex:				
- Type 2001, Each		18.05%	N/A	
- Type 2002, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Signaling (if required)				
- Per Local Loop or Channel		18.05%	N/A	
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
- Channel Terminal:				
- Each		18.05%	N/A	
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- First 40 Miles:				

TBD - To be Determined
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ICB - Individual Case Basis
NA - Not Applicable

Nevada	USOC	Recurring	Non-Recurring	
			Initial	Add'l
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- Next 210 Miles:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- Each Additional Mile:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.				
- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.				
- Switching Arrangements (See Regulation 1.(1))				
- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.				
- Switching Arrangement:				
- Local Service or Channel:				
- Each		18.05%	N/A	
- Interexchange Service or Channel:				
- Each		18.05%	N/A	
- Private Line Services and Channels for Data Transmission				
- Charges and Rates				
- Local or Interexchange Private Line Channels				
- Channel between first 2 terminations on different premises on the same continuous property				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Channel between first terminations on different premises on noncontinuous property				
- Local Loop for each first termination on a premise				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
- Types 2001, 2002, and 2006:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	
- Channels between Exchanges (Interexchange Channels):				
- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office				
- Half or Full Duplex:				
- Channel Terminal, Each		18.05%	N/A	
- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
- Schedule 3A:				
- 0-40 Miles				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Next 210 Miles				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Each Additional Mile				
- Half Duplex		18.05%	N/A	
- Full Duplex		18.05%	N/A	
- Each channel also requires a local loop for each station location on noncontinuous property.				
In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.				
Series 3000 Channels				
- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes				
- Charges and Rates				
- Local or Interexchange Private Line Channels-				
Type 3001				
- Channel between first 2 terminations on different premises on the same continuous property				
- Type 3001:				
- Half Duplex, Each		18.05%	N/A	
- Full Duplex, Each		18.05%	N/A	
- CPE Termination:				
- Each		N/A	18.05%	

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ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for Each First Termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Channels between Exchanges (Interexchange Channels):				
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office				
	- Half Duplex:				
	- Channel Terminal, Each		18.05%	N/A	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- per airline mile, per month				
	- First 40 miles				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- Next 210 Miles				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- Each Interexchange Channel also requires a Local Loop for each station location on noncontinuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.				
	- Station Arrangement - 150 Bauds				
	- This charge applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	N/A	
	- Channel conditioning arrangements may be provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1.				
	- Signaling for Type 3001 Channels (if required)				
	- Per Local Loop or Channel Arranged		18.05%	N/A	
	- A change in termination from 1 channel to another at the customer's request will be treated as a new installation.				
	- Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels-				
	Schedules 3A and 4				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Type 3001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- CPE Termination:				
	- Each		N/A	18.05%	
	- Bulk Pricing (for large volumes of Type 3002)				
	(See NOTE 4 for nonrecurring charge information)				
	- Channel between first terminations on different premises on noncontinuous property				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Local Loop for each first termination on a premises				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- Channel Terminal, Bulk Pricing:				
	- Half Duplex, Each		18.05%	N/A	
	- Full Duplex, Each		18.05%	N/A	
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month		18.05%	N/A	
	- Charge to meet Bulk Pricing "minimum" channel service charge requirement				
	- per channel		18.05%	N/A	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal, Each		18.05%	N/A	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Next 210 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Schedule 4:				
	- 0-40 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Next 210 Miles				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each Additional Mile				
	- Half Duplex		18.05%	N/A	
	- Full Duplex		18.05%	N/A	
	- Each channel also requires a local loop for each station location on noncontinuous property. In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also apply, if applicable.				
	- Signaling for Schedule 4 Channels (if required)				
	- Local Loop or Channel:				
	- Arranged for Signaling		18.05%	N/A	
	- Station Arrangements - Schedule 3A				
	- The rate applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	N/A	
	- Switching Arrangements for Schedule 4 Channels are furnished with the rates and provisions of Tariff PL B3.2.2.				
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.				
	- Local Area Data Channels (LADC)				
	- Charges and Rates				
	- Channel between first two terminations on different premises on the same continuous property.				
	- Type:				
	- 2-wire, Each		18.05%	N/A	
	- 4-wire, Each		18.05%	N/A	
	- Termination				
	- Each		N/A	18.05%	
	- Channel between two terminations.				
	- Local Loop for each termination.				
	- Type:				
	- 2-wire, Each		18.05%	N/A	
	- 4-wire, Each		18.05%	N/A	
	- Termination:				
	- Each		N/A	18.05%	
	Other Channels				
	- Bell and Lights System Attack Warning Service				
	- This service is not offered at this time.				
	- Farmer Lines				
	- Rates and Charges				
	- Connection Charge				
	- Each connection made with customer-owned facilities				
	- Channel Rate - Each Channel				
	- In Cable				
	- Each one-quarter mile or fraction thereof, airline measurement, per year		18.05%	N/A	
	- Open Wire				
	- First one-quarter mile or fraction thereof, airline measurement, per month		18.05%	N/A	
	- Each additional one-quarter mile or fraction thereof, airline measurement, per month		18.05%	N/A	
	OTHER FEATURES AND ARRANGEMENTS				
	Classification and Rates - Channel Conditioning				
	- Charges and Rates				
	- Type C1, C2, and C4 Channel Conditioning				
	- For the First Station in an Exchange:				
	- On a 2-point Channel not arranged for Switching:				
	- Type C1		18.05%	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- On a 2-point Channel arranged for:				
	- Switching Type C1		18.05%	18.05%	
	- Multi Point Type C1		18.05%	18.05%	
	- On a Multi Point Channel:				
	- Type C2		18.05%	18.05%	
	- For Each Additional Station on the Same Channel				
	and in the Same Exchange as the First Station:				
	- Type C1		18.05%	18.05%	
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- Type D1, High Performance Data Conditioning applies				
	to Schedule 4 Channels for data transmission.				
	- When High Performance Data Conditioning is ordered subsequent to				
	the installation of the Data Channel, a charge equal to the Installation				
	Charge for the Local Channel will apply for each Local Channel in addition to				
	the charge for the High Performance Data Conditioning.				
	- On a 2-point Channel not arranged for Switching:				
	- Type D1, Per Channel		N/A	18.05%	
	Classification and Rates - Signaling Options				
	- Charges and Rates				
	- Dial Conditioning Arrangement used with Channels				
	Between Non-contiguous Exchanges				
	- The dial conditioning arrangement charge would not apply when furnished				
	at a service point equipped with an interexchange switching arrangement.				
	- Dial Signaling Arrangement:				
	- Per Point Service		18.05%	N/A	
	- Dial Termination Arrangement:				
	- Per Point Service		18.05%	N/A	
	Classification and Rates - Multipoint Service and				
	Multistation Arrangements				
	- Charges and Rates				
	- Intraexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	- Interexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	DIGITAL ACCESS SERVICE				
	DIGITAL DATA SERVICE				
	Rates and Charges				
	- Channels Between Digital Cities				
	- The rates below apply for each two-point channel				
	section furnished between Digital City Rate Centers.				
	- Airline Mileage				
	- Each mile at 2.4 Kbps		18.05%	N/A	
	- Each mile at 4.8 Kbps		18.05%	N/A	
	- Each mile at 9.6 Kbps		18.05%	N/A	
	- Each mile at 56 Kbps		18.05%	N/A	
	- Channels				
	- Each channel at 2.4 Kbps		18.05%	N/A	
	- Each channel at 4.8 Kbps		18.05%	N/A	
	- Each channel at 9.6 Kbps		18.05%	N/A	
	- Each channel at 56 Kbps		18.05%	N/A	
	- Local Distribution Channel				
	- The rates below apply for each two-point Local Distribution Channel				
	terminated at a station in a Digital City Serving Area, thereby providing a path				
	for digital transmission between the Serving Wire Center Central Office and				
	the customer's premises.				
	- Transmission speed				
	- 2.4 Kbps		18.05%	18.05%	
	- 4.8 Kbps		18.05%	18.05%	
	- 9.6 Kbps		18.05%	18.05%	
	- 56 Kbps		18.05%	18.05%	
	- Interoffice Digital Channel				
	- The rates below apply for each two point channel section furnished between				
	the Principal Central Office and the Serving Central Office.				
	- Transmission speed per channel				
	- 2.4 Kbps		18.05%	N/A	
	- 4.8 Kbps		18.05%	N/A	
	- 9.6 Kbps		18.05%	N/A	
	- 56 Kbps		18.05%	N/A	
	- Transmission speed per airline mile				
	- 2.4 Kbps		18.05%	N/A	
	- 4.8 Kbps		18.05%	N/A	
	- 9.6 Kbps		18.05%	N/A	
	- 56 Kbps		18.05%	N/A	
	- Multi-Station Arrangement				
	- A monthly charge per station applies when a Digital				
	Data Service is arranged for multi-station operation				
	- Each station		18.05%	N/A	
	- Move Charges				
	- When Local Distribution Channels are moved to a new location on the				
	same premises, one-half the installation charge applies.				
	- When Local Distribution Channels are moved to a new location on a				
	different premises, the installation charge applies.				
	HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	Rates and Charges				
	- 1.544 Mbps. HICAP Service				
	- Channel Termination				
	- Initial circuit				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	N/A	
	- recurring 5-year term		18.05%	N/A	
	- Each additional circuit (same two locations)				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	N/A	
	- recurring 5-year term		18.05%	N/A	
	- Channel Mileage				
	- Channel Mileage Facility				
	- per mile		18.05%	N/A	
	- recurring 3-year term		18.05%	N/A	
	- recurring 5-year term		18.05%	N/A	
	- Channel Mileage Termination				
	- per termination		18.05%	N/A	
	- recurring 3-year term		18.05%	N/A	
	- recurring 5-year term		18.05%	N/A	
	- Optional Features and Functions				
	- Central Office Multiplexing				
	- DS-1 to Voice/Digital		18.05%	N/A	
	- recurring 3-year term		18.05%	N/A	
	- recurring 5-year term		18.05%	N/A	
	Mult-Service Optical Network (MON)		18.05%	18.05%	

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means AT&T NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 **"CMDS Host"** means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 **"Calling Card and Third Number Settlement" ("CATS")** means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 **"Centralized Message Data System I" ("CMDS")** means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). AT&T NEVADA is a CMDS direct participant.
- 1.5 **"Customer Calling Card Messages"** means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is AT&T NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is AT&T NEVADA.
- 1.7 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.
- 1.9 **"Customer Third Number Billed Message"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is AT&T NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 "AT&T NEVADA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by AT&T NEVADA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 "AT&T NEVADA Collect Messages" means messages where the charges are billed to the called end user who is a AT&T NEVADA Subscriber and where the Transporting LEC is Customer.
- 1.14 "AT&T NEVADA Non-CATS Messages" means AT&T NEVADA Collect Messages, AT&T NEVADA Calling Card Messages and/or AT&T NEVADA Third Number Billed Messages as those terms are defined herein.
- 1.15 AT&T NEVADA Subscriber means an end user who has authorized AT&T NEVADA or who has billed an intraLATA call to a telecommunications calling card issued by AT&T NEVADA.
- 1.16 "AT&T NEVADA Third Number Billed Messages" means messages where (i) the charges are billed to a AT&T NEVADA Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 "Transporting LEC" means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T NEVADA and (ii) the settlement of AT&T NEVADA Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 AT&T NEVADA shall forward Customer Non-CATS Messages to Customer. AT&T NEVADA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and AT&T NEVADA. Customer shall inform AT&T NEVADA whether Customer is designating itself or an agent for receipt of Customer's messages by completing AT&T NEVADA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new AT&T NEVADA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with AT&T NEVADA and has informed AT&T NEVADA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall forward AT&T NEVADA Non-CATS Messages to AT&T NEVADA. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to AT&T NEVADA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.

- 3.3 AT&T NEVADA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. AT&T NEVADA and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.
- 3.4 The exchange of detail messages between AT&T Nevada and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that AT&T NEVADA forwards to Customer, AT&T NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due AT&T NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to AT&T NEVADA.
- 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to AT&T NEVADA.
- 4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by AT&T NEVADA.
- 4.3 For AT&T NEVADA Non-CATS messages billed to AT&T NEVADA Subscribers that Customer forwards to AT&T NEVADA, Customer shall calculate the amount due based on the following formula:
- Rated Value of AT&T NEVADA Non-CATS Messages
- Unbillable Messages
 - AT&T NEVADA Billing Charge
-
- = Amount Due Customer
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of AT&T NEVADA Non-CATS Messages means the total computed charges for AT&T NEVADA Non-CATS Messages based on Customer's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of AT&T NEVADA Non-CATS Messages that were not billable to a AT&T NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by AT&T NEVADA, that are returned by AT&T NEVADA in a timely fashion to Customer.
- 4.4.3 AT&T NEVADA Billing Charge means the AT&T NEVADA per message billing rate, as set forth in Exhibit A, times the number of AT&T NEVADA Non-CATS Messages received by AT&T NEVADA.
- 4.5 Within 15 business days following the end of each calendar month, AT&T NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by AT&T NEVADA;
 - Customer Non-CATS Messages (by number and associated rated value) returned to AT&T NEVADA as Rejected and Unbillable Messages;
 - Amount Due AT&T NEVADA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due AT&T NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify AT&T NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A

RATE SCHEDULE

Customer Billing Charge	\$.05 per message
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<u>AT&T NEVADA</u> Billing Charge	\$.05 per message
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EXHIBIT B

Billed By Company (e.g. XYZ)

NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	# Messages	MOU	# Messages	MOU
Access/Interconnection								
- CABS - MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852

APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

EXCLUSIVE REMEDY2

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for **AT&T NEVADA**. Under the PMP/PIP, **AT&T NEVADA** is obligated to make payments ("Incentive Payments") to CLECs in the event **AT&T NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **AT&T NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.
- 1.4 As used herein, "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T NEVADA** 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 PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **AT&T NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **AT&T NEVADA** does not at this time so agree.
- 1.7 In addition to the exclusions described in the PMP/PIP, **AT&T NEVADA** shall not be obligated to pay liquidated damages/remedies 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 on behalf of the CLEC for connection to AT&T-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for AT&T NEVADA failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

APPENDIX-PRICING (OHIO)

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APPENDIX PRICING (OHIO)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T OHIO** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T OHIO will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OHIO and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

B

C

D

Total Access Lines:

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

- 1.9 AT&T OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set

forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T OHIO provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T OHIO's current generic contract rate for the Product or Service set forth in AT&T OHIO's applicable state-specific generic pricing schedule as published on AT&T OHIO's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T OHIO for that Product or Service and incorporated into AT&T OHIO's current state-specific generic pricing schedule as published on AT&T OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T OHIO provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T OHIO shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T OHIO shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum

- term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 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 OHIO 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 OHIO will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T OHIO network, without any changes to AT&T OHIO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T OHIO to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
2	NETWORK ELEMENTS					
3	Loops					
4		2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52	See NRC prices below	
6		2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65	See NRC prices below	
7		2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61	See NRC prices below	
8		2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50	See NRC prices below	
9		2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72	See NRC prices below	
10		2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61	See NRC prices below	
11		2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50	See NRC prices below	
12		2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72	See NRC prices below	
13		2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67	See NRC prices below	
14		2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76	See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99	See NRC prices below	
16		2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46	See NRC prices below	
17		2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15	See NRC prices below	
18		2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50	See NRC prices below	
19		Conditioning for dB Loss			See NRC prices below	
20		4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75	See NRC prices below	
21		4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 29.31	See NRC prices below	
22		4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81	See NRC prices below	
23		2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49	See NRC prices below	
24		2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10	See NRC prices below	
25		2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96	See NRC prices below	
26		DS1 - Metro (Access Area B)	4U1XB	\$ 31.77		
27		DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79		
28		DS1 - Rural (Access Area D)	4U1XD	\$ 50.38		
29		DS3 - Metro (Access Area A)	U4D3A	\$ 335.08		
30		DS3 - Suburban (Access Area B)	U4D3B	\$ 409.73		
31		DS3 - Rural (Access Area C)	U4D3C	\$ 523.90		
32						
33	DSL Capable Loops					
34	2-Wire xDSL Loop					
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below	
37		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below	
38						
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below	
41		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below	
42						
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below	
45		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below	
46						
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below	
49		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below	
50						
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below	
53		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below	
54						
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below	
57		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below	
58	4-Wire xDSL Loop					
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below	
62	IDSL Capable Loop					
63		IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below	
64		IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below	
65		IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below	
66						
67	Loop Non-Recurring Charges					
68		Service Ordering - Per Order	SEPUP	N/A	\$ 16.02	N/A
69		Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02	N/A
70		Line Connection - Per Loop	SEPUC	N/A	\$ 30.61	N/A
71		Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61	N/A
72						

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
73	Loop Non-Recurring Charges (DS3 Loops)					
74	##	DS3 - Administrative	NR9OY	N/A	\$ 205.57	N/A
75	##	DS3 - Design & Central Office	NR9O1	N/A	\$ 643.36	N/A
76	##	DS3 - Customer Connection	NR9O3	N/A	\$ 219.32	N/A
77						
78	Service Coordination fee per account, per CO.			\$ 0.48		
79						
80	LST					
81	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76	
82		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03	
83						
84	Loop Qualification Process					
85	**	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
86	**	Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50	N/A
87						
88	** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to					
89	retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement;					
90	or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.					
91						
92	xDSL Conditioning Options					
93						
94	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28	N/A
95	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10	N/A
96						
97	***	DSL Conditioning Options - >12KFT and < 17.5KFT				
98	***	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
99	***	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
100	***	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
101	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
102	***	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
103	***	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
104	***	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
105						
106	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who					
107	ordered/orders an xDSL capable loop, the HFPL and /or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates:					
108	For loops 17,500 feet in actual loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim					
109	PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or					
110	around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply					
111	to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");					
112	and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop					
113	rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective					
114	Date.					
115						
116	Remove All or Non-Excessive Bridged Tap (RABT) - MMP					
117		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 245.00	
118		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 634.27	
119		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - pe	NRMRS	None	\$ 245.00	
120		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 245.00	
121						
122	SUB-LOOPS					
123	##	ECS to SAI sub-loop				
124	##	2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below	
125	##	2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below	
126	##	2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below	
127	##	4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
128	##	4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below	
129	##	4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below	
130	##	2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below	
131	##	2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below	
132	##	2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below	
133	##	4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below	
134	##	4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below	
135	##	4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below	
136	##	ECS to Terminal sub-loop				
137	##	2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below	
138	##	2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below	
139	##	2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below	
140	##	4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below	
141	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below	
142	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below	
143	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
144	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below
145	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
146	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
147	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
148	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
149	##	ECS to NID sub-loop			
150	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
151	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
152	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
153	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
154	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
155	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below
156	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
157	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
158	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
159	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
160	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
161	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
162	##	SAI to Terminal sub-loop			
163	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
164	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
165	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
166	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
167	##	4 Wire Analog - area C	PENDING	\$ 6.59	See NRC prices below
168	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
169	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
170	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
171	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
172	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
173	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
174	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
175	##	SAI to NID sub-loop			
176	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
177	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
178	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
179	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
180	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
181	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
182	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
183	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
184	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
185	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
186	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
187	##	4 Wire DSL - area D	PENDING	\$ 12.69	See NRC prices below
188	##	Terminal to NID sub-loop			
189	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
190	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
191	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
192	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
193	##	4 Wire Analog - area C	PENDING	\$ 3.62	See NRC prices below
194	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
195	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
196	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
197	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
198	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
199	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
200	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
201	##	NID sub-loop element			
202	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
204	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
205	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
206	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
207	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
208	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
210	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below
211	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
212	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below
213	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
214	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below
216	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
217	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
219	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
220	##	Sub-Loop Non-Recurring Charges			
221	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
222	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
223	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
224	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
225	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
226	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
227	##	Sub-Loop Service Order Charge			
228	##	Establish, per occasion	PENDING		\$ 16.23
229	##	Sub-Loop Line Connection Charge			
230	##	per occasion	PENDING		\$ 31.00
231					
232		Cross Connects			
233		2-Wire	CXCT2	\$ 0.15	NA
234		4-Wire	CXCT4	\$ 0.29	NA
235		DS1/LT1	CXCDX	\$ 0.40	NA
236		DS3/LT3	CXC8X	\$ 0.70	NA
237	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 30.54	N/A
238					
239		Dedicated Transport			
240		Interoffice Transport:			
241		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	NA
242		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	NA
243		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	NA
244		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	NA
245		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	NA
246		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	NA
247					
248		Multiplexing			
249		DS1 to Voice Grade	QMVX1-X3	\$ 279.80	NA
250		DS3 to DS1	QM3X1-X3	\$ 372.85	NA
251					
252		Dedicated Transport Cross Connects			
253		DS1	CXCDX	\$ 0.40	NA
254		DS3	CXCEX	\$ 0.70	NA
255					
256		Dedicated Transport Optional Features & Functions			
257		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
258					
259		Dedicated Transport Installation & Rearrangement Charges			
260		DS1 Administration Charge - Per Order	ORCMX	NA	\$ 394.30
261		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 624.17
262		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 512.19
263		DS3 Administration Charge - Per Order	ORCMX	NA	\$ 299.28
264		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 663.29
265		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 351.77
266					
267		Dark Fiber			
268	##	Dark Fiber Interoffice			
269	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$75.79	NA
270	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00159	NA
271	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.20	NA
272	##	Inquiry (Per Request)			
273	##	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$290.65
274	##	FIRM ORDER (Per Fiber Strand)			
275	##	Administrative per Order			
276	##	Connect	NRB51	NA	\$11.53
277	##	Disconnect	NR9H2	NA	\$10.21
278	##	Connect	NRB52	NA	\$343.23
279	##	Disconnect	NR9H3	NA	\$90.67
280	##	Dark Fiber Interoffice Transport - NRC			
281	##	Connect	NRB54	NA	\$414.95
282	##	Disconnect	NR9H5	NA	\$160.42
283					
284		Routine Modifications			

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
285		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB
286					
287	LNP				
288		****Local Number Portability	NSR	\$0.00	N/A
289		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
290		effective October 1, 2004.			
291		Maintenance of Service Charge	VRP	NA	\$ 71.00
292					
293	OTHER				
294	##	Directory Assistance			
295		Directory Assistance, per call	OPEN	\$ 0.40	NA
296		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA
297		Reverse Directory Assistance (RDA), per call		\$ 0.65	
298		Business Category Search (BCS), per call	OPEN	\$ 0.65	NA
299		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA
300					
301		OS/DA Automated Call Greeting and References / Rates			
302	##	Branding - Other - Initial/Subsequent Load, per switch	OPEN	NA	\$ 1,800.00
303	##	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	NA
304	##	Branding - Facility Based - Initial/Subsequent Load			
305	##	- Branding, per trunk group	OPEN	NA	\$ 800.00
306	##	Rate Reference - Initial Load, per state, per OCN	OPEN	NA	\$ 5,000.00
307	##	Rate Reference - Subsequent Load, per state, per OCN	OPEN	NA	\$ 1,500.00
308					
309		Operator Services			
310		Fully Automated Call Processing, per call	OPEN	\$ 0.15	NA
311		Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/II]), per work second	OPEN	\$ 0.03	NA
312					
313	##	DA Listing Liscense			
314	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
315	##	- per listing for initial load	OPEN	NA	\$ 0.040
316	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
317	##	Option #2 Full File (all states inclusive) Billable Release			
318	##	- per listing for initial load	OPEN	NA	\$ 0.020
319	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
320	##	- per usage/query	OPEN	NA	\$ 0.020
321	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
322	##	- per listing for initial load	OPEN	NA	\$ 0.050
323	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
324	##	Option #4 Pick & Choose (by state) Billable Release			
325	##	- per listing for initial load	OPEN	NA	\$ 0.020
326	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
327	##	- per usage/query	OPEN	NA	\$ 0.020
328					
329		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA
330					
331		Structure Access - Poles & Ducts		Annually	
332		Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.36	
333		Per Foot Conduit Occupancy Fees ##			
334		Full Duct (\$/ft/yr.)	OPEN	\$ 0.94	
335		Half Duct (\$/ft/yr)	OPEN	\$ 0.47	
336		Application fee	OPEN		\$ 200.00
337		Unauthorized Attachment Fee per Pole			\$ 500.00
338		Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00
339		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
340		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
341	##	Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
342		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
343		New rates will be communicated to CLEC no later than November 1st for the succeeding year			
344					
345		Emergency Number Service Access			
346		911 Selective Router Interconnection			
347		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
348		-Each DSO installed	USAGE	N/A	\$ 364.69
349		-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62
350		ANI/ALI/SR and Database Management			
351		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
352		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
353		911 Selective Router Switch Administration			

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
354		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
355					
356		RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION			
357		Long-Term Local Bill and Keep Arrangements for "In-Balance"Section 251(b)(5) Traffic and ISP-Bound Traffic			
358		End Office Local Termination			
359		Duration charge, per MOU	USAGE	\$0.0000	
360		Tandem Switching			
361		Duration charge, per MOU	USAGE	\$0.0000	
362		Tandem Transport Termination, per MOU	USAGE	\$0.0000	
363		Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$0.0000	
364					
365		COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC			
366		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131,	USAGE	\$ 0.0007	
367		per MOU			
368					
369	##	Rate elements not included in TELRIC order			
370		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
371	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS			
372		Combinations. Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates			
373		is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,			
374		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are			
375		subject to true-up or true-down pending PUCO established rates.			
376		RESALE		RESALE DISCOUNTS	RESALE DISCOUNTS
377		BUSINESS		RECURRING	NON- RECURRING
378		LOCAL EXCHANGE SERVICE			
379		Business 1 Party	RESALE	20.29%	20.29%
380		Business - Measured	RESALE	20.29%	20.29%
381		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
382					
383		EXPANDED LOCAL CALLING			
384		Extended Area Service	RESALE	20.29%	20.29%
385					
386		VERTICAL SERVICES			
387		Anonymous Call Rejection	RESALE	20.29%	20.29%
388		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
389		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
390		Call Blocker	RESALE	20.29%	20.29%
391		Call Forwarding	RESALE	20.29%	20.29%
392		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
393		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
394		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
395		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
396		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
397		Call Trace	RESALE	20.29%	20.29%
398		Call Waiting	RESALE	20.29%	20.29%
399		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
400		Caller ID (Calling Number)	RESALE	20.29%	20.29%
401		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
402		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
403		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
404		Selective Call Forwarding	RESALE	0.00%	0.00%
405		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
406		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
407		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
408		RCF, Intrastate	RESALE	20.29%	20.29%
409		RCF, Interstate, International	RESALE	20.29%	20.29%
410		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
411		RCF to 800	RESALE	20.29%	20.29%
412		RCF Additional	RESALE	20.29%	20.29%
413		Speed Calling 8	RESALE	20.29%	20.29%
414		Speed Calling 30	RESALE	20.29%	20.29%
415		Three Way Calling	RESALE	20.29%	20.29%
416		Call Screening	RESALE	20.29%	20.29%
417		Busy Line Transfer	RESALE	20.29%	20.29%
418		Alternate Answer	RESALE	20.29%	20.29%

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
419		Message Waiting - Tone	RESALE	20.29%	20.29%
420		Easy Call	RESALE	20.29%	20.29%
421		Prime Number Service	RESALE	20.29%	20.29%
422		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
423		Name and Number Delivery Service	RESALE	20.29%	20.29%
424					
425		DID			
426		DID	RESALE	20.29%	20.29%
427					
428		TRUNKS			
429		Trunk	RESALE	20.29%	20.29%
430					
431		AIN			
432		Area Wide Networking	RESALE	20.29%	20.29%
433		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
434		AT&T Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
435		AT&T Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
436					
437		OTHER			
438		Grandfathered Services	RESALE	0.00%	0.00%
439		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
440		TouchTone (Business)	RESALE	20.29%	20.29%
441		TouchTone (Trunk)	RESALE	20.29%	20.29%
442					
443		Data Services			
444		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
445		PBX Trunks	RESALE	20.29%	20.29%
446		Mult-Service Optical Network (MON)	RESALE	20.29%	20.29%
447		OCn-PTP	RESALE	20.29%	20.29%
448		ADTS-E	RESALE	20.29%	20.29%
449		DS0	RESALE	20.29%	20.29%
450		DS1	RESALE	20.29%	20.29%
451		DS3	RESALE	20.29%	20.29%
452					
453		ISDN			
454		ISDN	RESALE	20.29%	20.29%
455					
456		DIRECTORY ASSISTANCE / OPERATOR SERVICES			
457		Local Operator Assistance Service	RESALE	20.29%	NA
458		Local Directory Assistance	RESALE	20.29%	NA
459					
460		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA
461		Reverse Directory Assistance (RDA), per call		\$ 0.65	
462		Business Category Search (BCS), per call	OPEN	\$ 0.65	NA
463		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA
464					
465		OS/DA Automated Call Greeting and References / Rates			
466		Branding - Other - Initial/Subsequent Load, per switch		NA	\$ 1,800.00
467		Branding and Reference/Rate Look Up, per OS/DA call		\$ 0.03	
468		Rate Reference - Initial Load, per state, per OCN		NA	\$ 5,000.00
469		Rate Reference - Subsequent Load, per state, per OCN		NA	\$ 1,500.00
470					
471		TOLL			
472		TOLL	RESALE	20.29%	20.29%
473					
474		OPTIONAL TOLL CALLING PLANS			
475		Optional Toll Calling Plans	RESALE	20.29%	20.29%
476					
477		CENTREX (PLEXAR)			
478		CENTREX ACS	RESALE	20.29%	20.29%
479		CENTREX ACS AT&T Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
480					
481		PRIVATE LINE			
482		Analog Private Lines	RESALE	20.29%	20.29%
483		Private Line Channel Services	RESALE	20.29%	20.29%
484					
485	RESIDENCE			RESALE DISCOUNTS	
486		LOCAL EXCHANGE SERVICE		RECURRING	NON- RECURRING
487		Life Line	RESALE	0.00%	0.00%

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
488		Residence 1 Party	RESALE	20.29%	20.29%
489		Residence Measured	RESALE	20.29%	20.29%
490					
491		EXPANDED LOCAL CALLING			
492		Extended Area Service	RESALE	20.29%	20.29%
493					
494		VERTICAL SERVICES			
495		Anonymous Call Rejection	RESALE	20.29%	20.29%
496		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
497		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
498		Call Blocker	RESALE	20.29%	20.29%
499		Call Forwarding	RESALE	20.29%	20.29%
500		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
501		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
502		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
503		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
504		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
505		Call Trace	RESALE	20.29%	20.29%
506		Call Waiting	RESALE	20.29%	20.29%
507		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
508		Caller ID (Calling Number)	RESALE	20.29%	20.29%
509		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
510		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num	RESALE	20.29%	20.29%
511		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
512		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
513		RCF, Intrastate	RESALE	20.29%	20.29%
514		RCF, Interstate, International	RESALE	20.29%	20.29%
515		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
516		RCF to 800	RESALE	20.29%	20.29%
517		RCF Additional	RESALE	20.29%	20.29%
518		Selective Call Forwarding	RESALE	20.29%	20.29%
519		Speed Calling 8	RESALE	20.29%	20.29%
520		Three Way Calling	RESALE	20.29%	20.29%
521		Call Screening	RESALE	20.29%	20.29%
522		Busy Line Transfer	RESALE	20.29%	20.29%
523		Alternate Answer	RESALE	20.29%	20.29%
524		Message Waiting - Tone	RESALE	20.29%	20.29%
525		Easy Call	RESALE	20.29%	20.29%
526		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
527		Name and Number Delivery Service	RESALE	20.29%	20.29%
528					
529		ISDN			
530		ISDN	RESALE	20.29%	20.29%
531					
532		OTHER			
533					
534		Grandfathered Services	RESALE	0.00%	0.00%
535		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
536		TouchTone	RESALE	20.29%	20.29%
537		Home Services Packages	RESALE	20.29%	20.29%
538					
539		TOLL			
540					
541		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
542		IntraLATA MTS	RESALE	20.29%	20.29%
543		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
544		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
545		Access Services (See Access Tariff)	RESALE	0%	0%
546		Additional Directory Listings	RESALE	20.29%	20.29%
547		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
548		Connection Services	RESALE	20.29%	20.29%
549		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
550		Shared Tenant Service	RESALE	0%	0%
551		Toll Restriction	RESALE	20.29%	20.29%
552		Restoral of Service Charge	RESALE	0%	0%
553					
554		Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
555		per message			
556					
557		Local disconnect Report (LDR)			
558		Per WTN	RESALE	\$0.00	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
559					
560		Line Connection Charge			
561		Complex (Residence)	RESALE		20.29%
562		Complex (Business)	RESALE		20.29%
563		Simple (Residence)	RESALE		20.29%
564		Simple (Business)	RESALE		20.29%
565					
566		Service Order/Service Request Charge			
567		Complex (Residence)	RESALE		20.29%
568		Complex (Business)	RESALE		20.29%
569		Simple (Residence)	RESALE		20.29%
570		Simple (Business)	RESALE		20.29%
571					
572		Non-Electronic (Manual) Service Order Charge			
573		Complex (Residence)	RESALE		\$9.02
574		Complex (Business)	RESALE		\$9.02
575		Simple (Residence)	RESALE		\$9.02
576		Simple (Business)	RESALE		\$9.02

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AT&T OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the AT&T/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AT&T OHIO is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on AT&T's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with

the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by AT&T in response to the Collaborative Process as then posted on AT&T's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, AT&T OHIO shall not be obligated to pay Remedy Payments 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 Provider Bureau Provider acting as CLEC's agent for connection to AT&T-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING (OKLAHOMA)

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APPENDIX PRICING (OKLAHOMA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T OKLAHOMA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T OKLAHOMA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone A	The geographic area within each of the <u>AT&T OKLAHOMA</u> exchanges which are classified as Rate Group 1, 2, or 3 exchanges in <u>AT&T OKLAHOMA</u> 's Local Exchange Tariff
Zone B	The geographic area within each of the <u>AT&T OKLAHOMA</u> exchanges which are classified as Rate Group 4 or 5 exchanges in <u>AT&T OKLAHOMA</u> 's Local Exchange Tariff
Zone C	The geographic area within each of the <u>AT&T OKLAHOMA</u> exchanges which are classified as Rate Group 6 or 7 exchanges in <u>AT&T OKLAHOMA</u> 's Local Exchange Tariff

- 1.9 AT&T OKLAHOMA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T OKLAHOMA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T OKLAHOMA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T OKLAHOMA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T OKLAHOMA's current generic contract rate for the Product or Service set forth in AT&T OKLAHOMA's applicable state-specific generic pricing schedule as published on AT&T OKLAHOMA's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T OKLAHOMA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T OKLAHOMA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T OKLAHOMA's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T OKLAHOMA for that Product or Service and incorporated into AT&T OKLAHOMA's current state-specific generic pricing schedule as published on AT&T OKLAHOMA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T OKLAHOMA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T OKLAHOMA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T OKLAHOMA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T OKLAHOMA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T OKLAHOMA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T OKLAHOMA 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 OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T OKLAHOMA network, without any changes to AT&T OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T OKLAHOMA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a ATT OKLAHOMA
June 16, 2006

APPENDIX PRICING
ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 46.15	\$ 23.08
	2-Wire Analog Zone 1 (Rural)	U21	\$ 35.00	\$ 37.50	\$ 15.65
	2-Wire Analog Zone 2 (Suburban)	U21	\$ 18.00	\$ 37.50	\$ 15.65
	2-Wire Analog Zone 3 (Urban)	U21	\$ 13.00	\$ 37.50	\$ 15.65
	Conditioning for dB loss from 8db to 5db	UL2	\$ 7.80	\$ 33.97	\$ 12.65
	4-Wire Analog Zone 1 (Rural)	U4H	\$ 72.36	\$ 37.50	\$ 15.65
	4-Wire Analog Zone 2 (Suburban)	U4H	\$ 40.52	\$ 37.50	\$ 15.65
	4-Wire Analog Zone 3 (Urban)	U4H	\$ 30.39	\$ 37.50	\$ 15.65
	2-Wire Digital Zone 1 (Rural)	U2Q	\$ 72.86	\$ 93.24	\$ 48.88
	2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 47.60	\$ 93.24	\$ 48.88
	2-Wire Digital Zone 3 (Urban)	U2Q	\$ 41.14	\$ 93.24	\$ 48.88
	DS1 Loop Zone 1 (Rural)	U4D1X	\$ 166.57	\$ 220.25	\$ 86.81
	DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 142.87	\$ 220.25	\$ 86.81
	DS1 Loop Zone 3 (Urban)	U4D1X	\$ 134.61	\$ 220.25	\$ 86.81
	DS3 Loop Zone 1 (Rural)	U4D3X	\$ 1,493.71	\$ 849.78	\$ 374.82
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,455.33	\$ 849.78	\$ 374.82
	DS3 Loop Zone 3 (Urban)	U4D3X	\$ 1,087.24	\$ 849.78	\$ 374.82
DSL Capable Loops					
2-Wire xDSL Loop^^1	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 13.00	\$ 37.50	\$ 15.65
	PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 13.00	\$ 37.50	\$ 15.65
	PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 13.00	\$ 37.50	\$ 15.65
	PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 13.00	\$ 37.50	\$ 15.65
	PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 13.00	\$ 37.50	\$ 15.65
	PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 35.00	\$ 37.50	\$ 15.65
	PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 18.00	\$ 37.50	\$ 15.65
	PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 13.00	\$ 37.50	\$ 15.65
4-Wire xDSL Loop^^1	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 72.37	\$ 37.50	\$ 15.65
	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 40.52	\$ 37.50	\$ 15.65
	PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 30.39	\$ 37.50	\$ 15.65
IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 72.87	\$ 93.24	\$ 48.88
	IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 47.60	\$ 93.24	\$ 48.88
	IDSL Loop Zone 3 (Urban)	UY5FX	\$ 41.14	\$ 93.24	\$ 48.88
DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 2.10	\$ 62.04	\$ 48.22
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 2.10	\$ 62.04	\$ 48.22
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 4.17	\$ 71.56	\$ 58.54
Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A
	Loop Qualification Process - Manual	NRBXU	N/A	\$ 95.10	N/A
LST	LST performed on CODSLAM Loop	URCLD	None	\$ 211.08	None
	LST performed on Sub Loop	URCLB	None	\$ 194.30	None
xDSL Conditioning Options	xDSL loop conditioning UNE Loops 12,000 feet to 17,500 feet				
Removal of Load Coils					
	Initial Rate	NRBXZ	N/A	\$ 822.06	N/A
	Additional Same Location / Same Cable	NRMNN	N/A	\$ 19.37	N/A
	Additional Same Location / Different Cable	NRMNO	N/A	\$ 351.74	N/A

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APPENDIX PRICING
ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Removal of Excessive Bridge Tap	Initial Rate	NRBXW	N/A	\$ 362.37	N/A
	Additional Same Location / Same Cable	NRMNG	N/A	\$ 19.37	N/A
	Additional Same Location / Different Cable	NRMNH	N/A	\$ 124.15	N/A
Removal of Repeaters	Initial Rate	NRBXV	N/A	\$ 315.36	N/A
	Additional Same Location / Same Cable	NRMNA	N/A	\$ 13.79	N/A
	Additional Same Location / Different Cable	NRMNB	N/A	\$ 119.37	N/A
Removal of Load Coils & Excessive Bridge Tap	Initial Rate	NRBXF	N/A	\$ 1,184.43	N/A
	Additional Same Location / Same Cable	NRMNK	N/A	\$ 38.73	N/A
	Additional Same Location / Different Cable	NRMNL	N/A	\$ 475.90	N/A
Removal Excessive Bridge Tap & Repeater	Initial Rate	NRBXH	N/A	\$ 659.14	N/A
	Additional Same Location / Same Cable	NRMND	N/A	\$ 33.16	N/A
	Additional Same Location / Different Cable	NRMNE	N/A	\$ 242.73	N/A
xDSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.					
Removal of Load Coils	Initial Rate	NRBNJ	N/A	\$ 286.15	N/A
	Additional Same Location / Same Cable	NRMNY	N/A	\$ 6.57	N/A
	Additional Same Location / Different Cable	NRMNZ	N/A	\$ 116.98	N/A
Removal of Excessive Bridge Tap	Initial Rate	NRBNK	N/A	\$ 210.58	N/A
	Additional Same Location / Same Cable	NRMNU	N/A	\$ 9.29	N/A
	Additional Same Location / Different Cable	NRMNV	N/A	\$ 62.24	N/A
Removal of Repeaters	Initial Rate	NRBNL	N/A	\$ 315.36	N/A
	Additional Same Location / Same Cable	NRMNQ	N/A	\$ 13.79	N/A
	Additional Same Location / Different Cable	NRMNR	N/A	\$ 118.58	N/A
Removal of Load Coils & Excessive Bridge Tap	Initial Rate	NRBM8	N/A	\$ 480.79	N/A
	Additional Same Location / Same Cable	NRMNW	N/A	\$ 15.85	N/A
	Additional Same Location / Different Cable	NRMNX	N/A	\$ 179.22	N/A
Removal Excessive Bridge Tap & Repeater	Initial Rate	NRBTV	N/A	\$ 498.06	N/A
	Additional Same Location / Same Cable	NRMNS	N/A	\$ 23.08	N/A
	Additional Same Location / Different Cable	NRMNT	N/A	\$ 180.82	N/A
Removal of All Bridged Tap RABT- MMP	Initial Rate				
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 359.35	None
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRS	None	\$ 930.27	None
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 359.35	\$ 359.35
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 359.35	\$ 359.35
	DS1 Loop to Collocation	UDLY4	\$ 8.90	\$ 101.70	\$ 67.27
Loop Cross Connects	DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 32.00	\$ 157.84	\$ 108.98
	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 62.04	\$ 48.22
	2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 2.10	\$ 62.04	\$ 48.22
	4-Wire Analog Loop to Collocation	UCXC4	\$ 4.17	\$ 71.56	\$ 58.54
	4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 4.17	\$ 71.56	\$ 58.54
	2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 62.04	\$ 48.22
	2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 2.10	\$ 62.04	\$ 48.22
	2-wire Analog Loop to Analog Line Port	UDLX2	\$0.00	NA	NA

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Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	2-wire Analog Loop to Analog DID Trunk Port	under development	\$0.00	\$ 70.71	\$ 55.71
	2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	NA	NA
	2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRFR5	NA	\$ 70.71	\$ 55.71
	4 Wire Digital Loop to ISDN PRI/DS1 Trunk Port -Non Recurring Charge	NRFR8	NA	\$ 80.44	\$ 66.38
	DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 32.00	\$ 157.84	\$ 108.98
Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 3.78	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 3.20	None	None
	ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.01	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 25.92	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 14.59	None	None
	ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 10.80	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 30.19	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 19.20	None	None
	ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 15.33	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 22.73	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.95	None	None
	SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 9.35	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 27.00	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.56	None	None
	SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 13.88	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.41	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.75	None	None
	Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.68	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 7.57	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 6.41	None	None
	ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 4.03	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 51.84	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 29.19	None	None
	ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 21.61	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.56	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 35.91	None	None
	ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 28.33	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 45.47	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 23.91	None	None
	SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 18.70	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 52.18	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.63	None	None
	SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 25.42	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 7.02	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 7.02	None	None
	Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.02	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 3.80	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 3.23	None	None
	ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.01	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 25.94	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 14.62	None	None
	ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 10.80	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 30.20	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 19.23	None	None
	ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 15.33	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 22.75	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.98	None	None
	SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 9.35	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 27.02	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.58	None	None
	SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 13.88	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.41	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.75	None	None
	Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.68	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 7.60	None	None

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Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 6.46	None	None
	ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 4.03	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 51.87	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 29.24	None	None
	ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 21.61	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.59	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.96	None	None
	ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 28.33	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 45.50	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 23.96	None	None
	SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 18.70	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 52.22	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.68	None	None
	SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 25.42	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 7.02	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 7.02	None	None
	Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.02	None	None
Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 448.78	\$ 170.20
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 450.33	\$ 171.77
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 448.78	\$ 170.20
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 450.57	\$ 171.77
Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 148.99	\$ 301.93	\$ 179.82
	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 92.19	\$ 301.93	\$ 179.82
	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 78.09	\$ 301.93	\$ 179.82
	DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 140.40	\$ 301.93	\$ 179.82
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 7.68	None	None
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 14.17	None	None
	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 2.24	None	None
	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 2.99	None	None
	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 2,007.79	\$ 336.40	\$ 218.88
	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 1,223.73	\$ 336.40	\$ 218.88
	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 822.78	\$ 336.40	\$ 218.88
	DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 1,696.31	\$ 336.40	\$ 218.88
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 160.14	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 274.35	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 58.67	None	None
	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 58.13	None	None
Dedicated Cross Connects	DS1 to Collocation	UCXHX	\$ 8.90	\$ 101.70	\$ 67.27
	DS3 to Collocation	UCXJX	\$ 29.16	\$ 107.23	\$ 72.83
Multiplexing	DS1 to VG	UM4BX	\$ 182.83	\$ 178.12	\$ 105.56
	DS3 to DS1	UM4AX	\$ 632.51	\$ 895.90	\$ 522.41
Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 68.21	\$ 1,681.06	\$ 1,681.06
	Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.013236	None	None
	Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.009097	None	None
	Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012156	None	None
	Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 7.65	\$ 78.27	\$ 78.27
	Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 592.17	\$ 592.17
Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.30	\$ 93.15	\$ 72.40
	2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.30	\$ 93.15	\$ 72.40
	2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.30	\$ 93.15	\$ 72.40
Routine Modifications	Routine Modifications	N3RUE	NA	ICB	NA
Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 47.95	None
	Manual Change - Simple	NRBUO	None	\$ 46.22	None
	Manual Record - Simple	NRBUU	None	\$ 28.64	None
	Manual Disconnect - Simple	NRBUW	None	\$ 23.98	None
	Manual Suspend - Simple	NRBJZ	None	\$ 28.64	None
	Manual Restore - Simple	NRBJ9	None	\$ 28.64	None
	Manual Expedited - Simple	NRMV1	None	\$ 46.22	None
	Manual Customer Not Ready - Simple	NRMV5	None	\$ 46.22	None
	Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 46.22	None
	Manual New - Complex	NRBUR	None	\$ 196.00	None

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a ATT OKLAHOMA
June 16, 2006

APPENDIX PRICING
ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Manual Change - Complex	NRBUP	None	\$ 108.96	None
	Manual Record - Complex	NRBUV	None	\$ 91.31	None
	Manual Disconnect - Complex	NRBUX	None	\$ 52.41	None
	Manual Suspend - Complex	NRBJ7	None	\$ 91.31	None
	Manual Restore - Complex	NRBJ8	None	\$ 91.31	None
	Manual Expedited - Complex	NRMV2	None	\$ 108.96	None
	Manual Customer Not Ready - Complex	NRMV6	None	\$ 108.96	None
	Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 108.96	None
	Electronic New - Simple	NR9W2	None	\$ 3.33	None
	Electronic New - Complex	NRBGX	None	\$ 84.59	None
	Electronic Change - Simple	NR9GG	None	\$ 3.33	None
	Electronic Change - Complex	NR9G8	None	\$ 84.59	None
	Electronic Record - Simple	NR9GU	None	\$ 3.33	None
	Electronic Record - Complex	NR9G7	None	\$ 5.34	None
	Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33	None
	Electronic Disconnect - Complex	NR9G9	None	\$ 28.91	None
	Electronic Suspend - Simple	NRBJ5	None	\$ 3.33	None
	Electronic Restore - Simple	NRBJ6	None	\$ 3.33	None
	Electronic Expedited - Simple	NRMV7	None	\$ 3.33	None
	Electronic Expedited - Complex	NRMVX	None	\$ 3.33	None
	Electronic Customer Not Ready - Simple	NRMV9	None	\$ 3.33	None
	Electronic Customer Not Ready - Complex	NRMVY	None	\$ 3.33	None
	Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 3.33	None
	Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 3.33	None
	PIC Change Charge	NRBL9	None	\$ 5.00	None
Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.40	None	None
	Directory Assistance (DA) - per call	ZZUO4	\$ 0.40	None	None
	Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None
	National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None
	National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None
	Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None
	Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00
	Directory Assistance - Branding Per call	ZZUCB	\$ 0.030	None	None
	Directory Assistance - Based Rate Reference - Initial Load	NRBDL	None	\$ 5,000.00	None
	Directory Assistance Rate Reference - Subsequent Load	NRBDM	None	None	\$ 1,500.00
	Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None
	Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None
	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None
	Business Category Search (BCS)	ZZUO8	\$ 0.65	None	None
	Reverse Directory Assistance	ZZUO8	\$ 0.65	None	None
	Reverse Directory Assistance	ZZUO9	\$ 0.65	None	None
Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None
	Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.030	None	None
Hosting	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None
	Hosting: Per Record Charge For Full Status RAO Company-National CMD5 Network	Not Applicable	\$ 0.005	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-National CMD5 Network	Not Applicable	\$ 0.007	None	None
	Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None
Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None
	CH billing message - per message	Not Applicable	\$ 0.050	None	None
Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 49.48	\$ 23.78
	Overtime - per half hour	MVV	None	\$ 62.10	\$ 30.10
	Premium Time - per half hour	MVV	None	\$ 74.73	\$ 36.40
Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 49.48	\$ 23.78
	Overtime - per half hour	ALK, ALT, ALH	None	\$ 62.10	\$ 30.10
	Premium Time - per half hour	ALK, ALT, ALH	None	\$ 74.73	\$ 36.40

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a ATT OKLAHOMA
June 16, 2006

APPENDIX PRICING
ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Poles and Duct (Structure)	Poles (\$/attachment/yr.)* ##		\$0.65		
	Per Foot Conduit Occupancy Fees ##				
	Full Duct (\$/ft/yr.)		\$0.64		
	Half Duct (\$/ft/yr)		\$0.32		
	Contract Administration Fee			\$ 125.00	
	Administrative Record-Keeping Fee			\$ 125.00	
	Unauthorized Attachment Fee			5 Times the Annual	
	Unauthorized Occupancy Fee			5 Times the Annual	
	* For(1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
	## 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 CLEC no later than November 1st for the succeeding year.				
INTERCARRIER COMPENSATION					
	Long-Term Local Bill and Keep Arrangements for "In-Balance"Section 251(b)(5) Traffic and ISP-Bound Traffic				
End Office Local Termination - Zone 1 Rural	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None
End Office Local Termination - Zone 2 Suburban	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None
End Office Local Termination - Zone 3 Urban	Set up charge, per call	ZZUR8	\$0.00	None	None
	Duration charge, per MOU	ZZUR2	\$0.00	None	None
Tandem Switching	Set up charge, per call	USAGE	\$0.00	None	None
	Duration charge, per MOU	ZZUR1	\$0.00	None	None
Common Transport	Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00	None	None
	Termination per Minute of Use Zone Interzone	ZZUST	\$0.00	None	None
	Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00	None	None
	Facilities per Minute, per Mile Zone Interzone	ZZURF	\$0.00	None	None
	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC				
Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131 per MOU			\$ 0.0007	None	None
BUSINESS LOCAL EXCHANGE SERVICE					
	Business 1 Party		19.80%	19.80%	NA
	Business - Multi-Line Hunting		19.80%	19.80%	NA
EXPANDED LOCAL CALLING					NA
	Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
	Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
	Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%	NA
	Mandatory EACS - Multi-Line Hunting		19.80%	19.80%	NA
	Mandatory EACS - PBX Trunk		19.80%	19.80%	NA
VERTICAL SERVICES					NA
	Auto Redial		19.80%	19.80%	NA
	Call Blocker		19.80%	19.80%	NA
	Call Forwarding		19.80%	19.80%	NA
	Call Forwarding - Busy Line		19.80%	19.80%	NA
	Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA

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ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Call Forwarding - Don't Answer		19.80%	19.80%	NA
	Call Return		19.80%	19.80%	NA
	Call Trace		19.80%	19.80%	NA
	Call Waiting		19.80%	19.80%	NA
	Calling Name		19.80%	19.80%	NA
	Calling Number		19.80%	19.80%	NA
	ComCall®		19.80%	19.80%	NA
	Personalized Ring (1 dependent number)		19.80%	19.80%	NA
	Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
	Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
	Priority Call		19.80%	19.80%	NA
	Remote Access to Call Forwarding		19.80%	19.80%	NA
	Selective Call Forwarding		19.80%	19.80%	NA
	Simultaneous Call Forwarding		19.80%	19.80%	NA
	Speed Calling 8		19.80%	19.80%	NA
	Speed Calling 30		19.80%	19.80%	NA
	Three Way Calling		19.80%	19.80%	NA
DID					NA
	DID (First Block of 100 - Category 1)		19.80%	19.80%	NA
	DID (First Block of 10 - Category 1)		19.80%	19.80%	NA
	DID (Ea. adl. block of 10 after first 10 - Category 1)		19.80%	19.80%	NA
	DID (Ea. adl. block of 100 after first 100 - Category 2)		19.80%	19.80%	NA
	DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%	NA
	DID (with Multifrequency)		19.80%	19.80%	NA
	DID (with Dual-Tone Multifrequency)		19.80%	19.80%	NA
	DID (1st 10 Trunks or access lines)		19.80%	19.80%	NA
	DID (11th thru 50th trunk or network access line)		19.80%	19.80%	NA
	DID (51st trunk or network access line)		19.80%	19.80%	NA
TRUNKS					NA
	Analog Trunks		19.80%	19.80%	NA
	Digital Trunks		19.80%	19.80%	NA
AIN					NA
	Area Wide Networking		19.80%	19.80%	NA
	Caller Intellidata®		19.80%	19.80%	NA
	Disaster Routing Service		19.80%	19.80%	NA
	Intelligent Redirectsm		19.80%	19.80%	NA
	Positive ID		19.80%	19.80%	NA
OTHER					NA
	Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
	Busy Out Arrangements		19.80%	19.80%	NA
	Customer Alerting Enablement		19.80%	19.80%	NA
	Grandfathered Services		19.80%	19.80%	NA
	Hot Line		19.80%	19.80%	NA
	Hunting		19.80%	19.80%	NA
	Local Operator Assistance Service		19.80%	19.80%	NA
	Night Number associated with Telephone Number		19.80%	19.80%	NA
	Night Number associated with a Terminal		19.80%	19.80%	NA
	Promotions (Greater than 90 days)		19.80%	19.80%	NA
	Preferred Number Service		19.80%	19.80%	NA
	Telebranch®		19.80%	19.80%	NA
	TouchTone		19.80%	19.80%	NA
	Voice Dial		19.80%	19.80%	NA
	Warm Line		19.80%	19.80%	NA
Data Services					NA
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.80%	19.80%	NA
	PBX Trunks		19.80%	19.80%	NA
	Multit-Service Optical Network (MON)		19.80%	19.80%	NA
	DS3		19.80%	19.80%	NA
ISDN					NA
	Circuit Switched Video/Circuit Switched Data		19.80%	19.80%	NA

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ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
	Select Video Plus®		19.80%	19.80%	NA
	Digilinesm (ISDN BRI)		19.80%	19.80%	NA
	Smart Trunksm (ISDN PRI)		19.80%	19.80%	NA
	SuperTrunk		19.80%	19.80%	NA
TOLL					NA
	IntraLATA MTS		19.80%	19.80%	NA
	MaxiMizer 800®		19.80%	19.80%	NA
	OutWATS		19.80%	19.80%	NA
	800 Service		19.80%	19.80%	NA
OPTIONAL TOLL CALLING PLANS					NA
	1+SAVERsm		19.80%	19.80%	NA
	1+SAVER Directsm		19.80%	19.80%	NA
	Circle Saver		19.80%	19.80%	NA
	Corridor Optional Saver		19.80%	19.80%	NA
	Extended Community Saver		19.80%	19.80%	NA
PLEXAR®					NA
	Plexar I®		19.80%	19.80%	NA
	Plexar II®		19.80%	19.80%	NA
	Plexar Custom		Variable	Variable	NA
PRIVATE LINE					NA
	Analog Private Lines		19.80%	19.80%	NA
	Automated Distribution Services		19.80%	19.80%	NA
	Digital Loop Service		19.80%	19.80%	NA
	Foreign Exchange Service		19.80%	19.80%	NA
	Foreign Serving Office		19.80%	19.80%	NA
	Frame Relay		19.80%	19.80%	NA
	Group Alerting Services		19.80%	19.80%	NA
	MegaLink I®		19.80%	19.80%	NA
	MegaLink II®		19.80%	19.80%	NA
	MegaLink III®		19.80%	19.80%	NA
	MicroLink I®		19.80%	19.80%	NA
	MicroLink II®		19.80%	19.80%	NA
	MultiPoint Video		19.80%	19.80%	NA
	Service Loop Facility Modification Service		19.80%	19.80%	NA
RESIDENCE LOCAL EXCHANGE SERVICE					NA
	Life Line and Link Up America Services		19.80%	19.80%	NA
	Residence 1 Party		19.80%	19.80%	NA
	Residence Measured		19.80%	19.80%	NA
EXPANDED LOCAL CALLING					NA
	Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
	Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
	Mandatory EACS - One element measured, 1 Party		19.80%	19.80%	NA
VERTICAL SERVICES					NA
	Auto Redial		19.80%	19.80%	NA
	Call Blocker		19.80%	19.80%	NA
	Call Forwarding		19.80%	19.80%	NA
	Call Forwarding - Busy Line		19.80%	19.80%	NA
	Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA
	Call Forwarding - Don't Answer		19.80%	19.80%	NA
	Call Return		19.80%	19.80%	NA
	Call Trace		19.80%	19.80%	NA
	Call Waiting		19.80%	19.80%	NA
	Calling Name		19.80%	19.80%	NA
	Calling Number		19.80%	19.80%	NA
	ComCall®		19.80%	19.80%	NA
	Personalized Ring (1 dependent number)		19.80%	19.80%	NA
	Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
	Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
	Priority Call		19.80%	19.80%	NA

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	Remote Access to Call Forwarding		19.80%	19.80%	NA
	Selective Call Forwarding		19.80%	19.80%	NA
	Simultaneous Call Forwarding		19.80%	19.80%	NA
	Speed Calling 8		19.80%	19.80%	NA
	Three Way Calling		19.80%	19.80%	NA
ISDN			19.80%	19.80%	NA
OTHER					NA
	Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
	Customer Alerting Enablement		19.80%	19.80%	NA
	Grandfathered Services		19.80%	19.80%	NA
	Hot Line		19.80%	19.80%	NA
	Local Operator Assistance Service		19.80%	19.80%	NA
	Promotions (Greater than 90 days)		19.80%	19.80%	NA
	Preferred Number Service		19.80%	19.80%	NA
	TouchTone		19.80%	19.80%	NA
	Voice Dial		19.80%	19.80%	NA
	Warm Line		19.80%	19.80%	NA
OTHER (Resale)					NA
	Directory Assistance / Operator Services				
	Directory Assistance Services		19.80%	NA	NA
	Local Operator Assistance Service		19.80%	NA	NA
	National Directory Assistance (NDA), per call	ZZUO5	\$0.65	None	None
	National Directory Assistance (NDA), per call	ZZUO6	\$0.65	None	None
	Reverse Directory Assistance (RDA), per call	ZZUO8	\$0.65	None	None
	Reverse Directory Assistance (RDA), per call	ZZUO9	\$0.65	None	None
	Business Category Search (BCS), per call	ZZUOB	\$0.65	None	None
	Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$0.15	None	None
	OS/DA Automated Call Greeting and References / Rates				
	Branding - Other - Initial/Subsequent Load, per switch	NRBDG	None	\$ 1,800.00	\$ 1,800.00
	Branding and Reference/Rate Look Up, per OS/DA call	ZZUCB	\$0.03	None	None
	Rate Reference - Initial Load, per state, per OCN	NRBDL	None	\$ 5,000.00	None
	Rate Reference - Subsequent Load, per state, per OCN	NRBDM	None	None	\$ 1,500.00
TOLL					NA
	Home 800sm		19.80%	19.80%	NA
	IntraLATA MTS		19.80%	19.80%	NA
OPTIONAL TOLL CALLING PLANS					NA
	1+SAVERsm		19.80%	19.80%	NA
	1+SAVER Directsm		19.80%	19.80%	NA
	Circle Saver		19.80%	19.80%	NA
	Corridor Optional Saver		19.80%	19.80%	NA
	Extended Community Saver		19.80%	19.80%	NA
	900/976 Call Restriction		19.80%	19.80%	NA
	Access Services		0%	0%	NA
	Additional Directory Listings		19.80%	19.80%	NA
	Bill Plus		5%	5%	NA
	Company Initiated Suspension Service		0%	0%	NA
	Connections with Terminal Equipment and Communications Equipment		0%	0%	NA
	Consolidated Billing		5%	5%	NA
	Construction Charges		0%	0%	NA
	Customer Initiated Suspension Service		0%	0%	NA
	Exchange Connection Service		0%	0%	NA
	Maintenance of Service Charges		0%	0%	NA
	Telecommunications Service Priority Systems		0%	0%	NA
	Toll Billing Exception		19.80%	19.80%	NA
	Toll Restriction		19.80%	19.80%	NA
	Wireless Carrier Interconnection Services		0%	0%	NA

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ATT OK/YMAX COMMUNICATIONS CORP.

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA
Simple conversion charge per billable number			NA	\$ 13.69	NA
Electronic conversion orders per billable number			NA	\$ 3.33	NA
Complex conversion orders per billable number			NA	\$ 69.51	NA

**APPENDIX WP
EXHIBIT 1
AT&T OKLAHOMA**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			\$2076.92	
Oklahoma City			\$2076.92	
Green Country			\$2076.92	
Okmulgee			\$2076.92	
Tulsa Business			\$2076.92	
Tulsa Residence			\$2076.92	
Bartelsville			\$241.17	
Enid			\$241.17	
Lawton			\$241.17	
Muskogee			\$241.17	
Stillwater			\$241.17	
Ada			\$100.80	
Altus			\$100.80	
Southeast Oklahoma			\$100.80	
Ardmore			\$100.80	
N Seminole Area			\$100.80	
Chandler			\$100.80	
Duncan			\$100.80	
Lake Texoma			\$100.80	
Land of Lakes			\$100.80	
Mcalister			\$100.80	
Pauls Valley			\$100.80	
Ponca City			\$100.80	
Sallisaw			\$100.80	
Spiro			\$100.80	
Tahlequah/Westville			\$100.80	
Western Okla. Regional			\$100.80	
Woodward			\$100.80	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which AT&T OKLAHOMA will report performance to CLEC and compare that performance to AT&T OKLAHOMA's own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. AT&T Oklahoma agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. AT&T OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with AT&T OKLAHOMA's Performance Measurement Business Rules, as approved by the Corporation Commission of Oklahoma (the "Commission" or "OCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both AT&T OKLAHOMA (or its affiliate purchasing the same service from AT&T under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.
3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with AT&T OKLAHOMA, other CLECs, and Commission representatives.

3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by AT&T Oklahoma and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Oklahoma Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.

3.2 CLEC and AT&T OKLAHOMA will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T OKLAHOMA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, AT&T OKLAHOMA shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.

4. General Assessments Payable to the Oklahoma State Treasury

4.1 If AT&T OKLAHOMA fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.

4.2 If AT&T OKLAHOMA alters previously reported data to a CLEC, and after discussions with AT&T OKLAHOMA the CLEC disputes such alterations, then the CLEC can request that the Commission

review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and AT&T OKLAHOMA's state aggregate data.

5.2 In the event AT&T OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, AT&T OKLAHOMA shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of AT&T OKLAHOMA processes, to the extent appropriate.

5.3 AT&T OKLAHOMA will not levy a separate charge for provision of the data to CLEC called for under this Attachment. AT&T OKLAHOMA will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
AT&T will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and AT&T or its affiliates (or AT&T acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement	
Percent Responses Received within "X" seconds – OSS Interfaces	
Definition:	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.	
For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC.	

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.	
No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)	
All measurements below will be reported on a diagnostic basis.	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement
OSS Defects Per Million Opportunities (DPMO)
Definition:
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
Exclusions:
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with AT&T Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to AT&T Southwest's designated trouble reporting center within 5 business days

Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which AT&T Southwest plans to offer and support CLEC access to AT&T Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the AT&T Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>AT&T will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. AT&T Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • AT&T Southwest RAF (by CLEC) = 5000 DPMO • AT&T Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<p>For LSRs</p> <ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs. • AT&T only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders <p>For ASRs</p> <ul style="list-style-type: none"> • All LSRs • Access Orders purchased from <u>AT&T OKLAHOMA</u> tariffs • Rejected (manual and electronic) ASRs • AT&T Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day.

Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will

establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49) E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49) F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement

Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and AT&T Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
For manual rejects received electronically only, rejects of LSRs received through manual process.
Business Rules:
<p><u>Mechanized Rejects</u></p> <p>The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.</p> <p><u>Manual Rejects Received Electronically</u></p> <p>The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p> <p><u>Mechanized Rejects</u></p> <p>The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document</p>

on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Manual Rejects Received Electronically

The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and AT&T affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:
Percentage of Orders that receive AT&T-caused Jeopardy Notifications
Definition:
Percentage of total orders received electronically via LEX/EDI and processed for which AT&T notifies the CLEC that an order is in jeopardy of meeting the due date, due to AT&T cause.
Exclusions:
N and D service orders
Business Rules:
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where AT&T identifies the potential for not meeting the scheduled due date (LOF or additional information).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Calculation:
Report Structure:

(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) Facilities Jeopardies Other AT&T caused Jeopardies CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, AT&T Local Responses, Local Response Jeopardy, RCODE – Reason Code.. 	Diagnostic

11.2 Measurement:
Average AT&T-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time AT&T issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none"> N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that AT&T issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) Facilities Jeopardies <ul style="list-style-type: none"> POTS (includes the following): <ul style="list-style-type: none"> 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access UNE Platform – POTS

<p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> • BRI Loop with Test Access • ISDN BRI Port • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials <ul style="list-style-type: none"> • Other AT&T caused Jeopardies • CLEC/EU caused Jeopardies 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and AT&T affiliate by state.
Benchmark:	
<p>Facilities Jeopardies:</p> <p>POTS – 1 hour</p> <p>UNE Specials – 4 hours</p> <p>Other AT&T caused – 1 day</p> <p>Diagnostic only</p>	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
<p>This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. AT&T commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.</p> <p>AT&T Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.</p>	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and AT&T, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: AT&T will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses AT&T's systems using a Service Bureau Provider, the measurement of AT&T's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and AT&T Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through AT&T ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through AT&T's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by AT&T and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and AT&T and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through AT&T's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which AT&T returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which AT&T returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which AT&T internal service orders are not electronically generated or as to which any manual entry is made on associated AT&T internal service orders, LSRs with any associated service orders that do not distribute out of AT&T's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each AT&T back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, AT&T and AT&T Affiliates by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New Measurement
Billing Completion Notices
Definition:
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.
Exclusions:
<ul style="list-style-type: none"> Access Service Orders billed through CABS Interconnection Trunk Orders T-Orders when dual service is involved Weekends and Holidays

Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By AT&T LSC	Parity with AT&T RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the AT&T region.	
Exclusions:	
<ul style="list-style-type: none"> Weekends Holidays Outside normal business hours 	

Business Rules:	
The clock starts when a call enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the AT&T representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and AT&T Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> • Parity with AT&T CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> Measure of orders (circuits for specials) completed within the customer requested due date when that date

is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by AT&T.

Interconnection Trunks

Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T.

Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by AT&T
- NPAC caused delays unless caused by AT&T (LNP only)

Business Rules:

POTS/UNE-P

The clock starts on the Application Date, which is the day that AT&T receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that AT&T personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by AT&T. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the AT&T agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by AT&T.

AT&T will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by AT&T. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that AT&T personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account

for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.

>30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

AT&T will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T ÷ total trunk circuits completed) * 100</p>	<p>Reported for CLEC, all CLECs and AT&T by state.</p>

Disaggregations and Benchmarks:	
<u>POTS</u>	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types)
2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	2. Resale POTS parity between No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
3. UNE-P -Field Work (FW)	3. UNE-P Parity between Field Work compared to AT&T Retail Field Work (N, T, C order types)
4. UNE -P - No Field Work (NFW)	4. UNE-P Parity between No Field Work compared to AT&T Retail No Field Work. (N, T, C order types).
5. 8.0dB Loops (standalone and loop with LNP)	5. 95%
<u>Resale Specials/UNE</u>	
6. DS0 (DDS, VGPL, 5 db loops, switch ports)	6. 95%
7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	7. 95% in five days (Critical Z does not apply)
8. ISDN & BRI (resale, loops and ports)	8. 95%
9. DSL and Line Splitting	9. 95%
10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only:</u> NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)

Percent AT&T Missed Due Dates Due To Lack of Facilities

Definition:POTS/UNE-P/Specials/8.0 dB Loops

Percent N, T, and C orders with missed committed due dates due to lack of facilities.

UNEs

Percentage of UNEs circuits with missed committed due dates due to lack of facilities.

Exclusions:

- Excludes orders that are not N, T, or C.
- Interconnection Trunks.

Business Rules:	
<p>POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p>Specials – The Due Date starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p>UNEs/EELS – Any completion date that is greater than the due date with a AT&T lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and AT&T Retail for POTS. By state.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> POTS- Field Work (FW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc UNE-P - Field Work (FW) 8.0dB Loops <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> DS0 (DDS, VGPL, switch ports) DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport ISDN & BRI (resale, loops, and ports) DSL and Line Splitting Line Sharing and IDSL EELS – DS0 EELS – DS1 	<ol style="list-style-type: none"> Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types) Compared to Business Retail POTS and Residence Retail POTS Combined 5% 4% (Critical Z does not apply) 5% 5% 5% 8%, 4% in 6 months (Critical Z does not apply) <p>Note: Comparisons are used for Diagnostic purposes only.</p>

32. Measurement (PM 32 Combined with PM 62 and PM 74)	
Average Delay Days For AT&T Caused Missed Due Dates.	
Definition:	
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. For Specials/UNEs/Interconnection Trunks Only: <ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by AT&T. 	
Business Rules:	
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level. Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID. UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by AT&T, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail. Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a AT\&T caused missed due date})$	Reported for CLEC, all CLECs and AT&T, by state.

Disaggregations and Benchmarks:		
POTS		
1. Field Work (FW)	- Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
No Field Work (NFW)	- Bus Class of Svc - Res Class of Svc	
2. UNE-P Field Work (FW) No Field Work (NFW)		
3. 8.0dB Loops – FW 8.0dB Loops – NFW		3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
<u>Resale Specials/UNEs:</u>		
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)		4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)		5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)		6. 5 days
7. DSL and Line Splitting		7. 6 days
8. Line Sharing and IDSL		8. 6 days
9. EELS – DS0		9. 6 days
10. EELS – DS1		10. 6 days (Critical Z does not apply)
11. Interconnection Trunks		11. Parity with AT&T Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)
Percent Trouble Report Within X Days (I-10 / I-30) of Installation
Definition:
Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.
Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.
Exclusions:
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational. Excludes trouble report received on the due date before service order completion. Interconnection Trunks Loops without test access - BRI Orders that are not N, T, or C. DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.

- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by AT&T.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:**POTS/UNE-P**

Includes reports received the day after AT&T personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, and C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, and C order types). 2. UNE-P

New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW)	Parity between Field Work New and Move orders compared to AT&T Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to AT&T Field Work Change orders. Parity between No Field Work New and Move orders compared to AT&T Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to AT&T Retail No Field Work Change orders.
3. 8.0dB Loop	3. Compared to Retail POTS Business and Retail POTS Residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	4. 5%
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 8%, 5% in 6 months
10. EELS – DS1	10. 8%, 5% in 6 months (Critical Z does not apply)
11. Stand Alone LNP	11. Parity with AT&T Retail POTS – No Field Work

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by AT&T. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in AT&T's LSMS. The End time is when the Provisioning event is successfully completed in AT&T's network as reflected in AT&T's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. Excludes BRI loops without test access Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date 	
Business Rules:	
POTS/UNE-P	
CLEC and AT&T repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
UNEs/EELS	
Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS Business class of service Residence class of service 2. UNE – P 3. 8.0dB Loops <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports)	1. POTS- Parity with AT&T retail 2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined. 3. Parity with Retail POTS Business and Retail POTS Residence combined. 4. 5% 5. 4% (Critical Z does not apply) 6. 5%

7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. No Access and delayed maintenance for UNE loops. Specials and Interconnection Trunks Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only) 	
Business Rules:	
<u>POTS/UNE-P</u> The commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&T personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u> The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none"> Dispatch No Dispatch POTS - Business <ul style="list-style-type: none"> Dispatch No Dispatch 2. UNE-P <ul style="list-style-type: none"> Dispatch No Dispatch 3. 8.0dB Loops	1. POTS - Parity with AT&T Retail 2. UNE-P – Parity with AT&T Retail POTS Business and Residence combined 3. Compared to AT&T Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)
Mean time to restore / Average Trunk Restoration Interval
Definition:
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
Exclusions:
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until AT&T has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC
Business Rules:
<u>POTS and UNE-Ps</u> The clock starts on the date and time AT&T receives a trouble report. The clock stops on the date and time that AT&T personnel clear the repair activity and complete the trouble report.
<u>Specials</u> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.
<u>UNES/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.
<u>Interconnection Trunks</u> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when AT&T notifies the CLEC of service restoral.

Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time AT\&T clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$ $\frac{\text{Total trunk outage duration}}{\text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> 1. <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business 2. <u>UNE-P</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 3. <u>8.0dB Loops</u> <ul style="list-style-type: none"> - Dispatch - No Dispatch <p><u>Specials Resale/UNE</u></p> <ol style="list-style-type: none"> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport) 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interoffice Trunks 	<ol style="list-style-type: none"> 1. POTS – Parity with AT&T Retail 2. UNE-P residence – Parity with AT&T Retail Residence UNE-P Business – Parity with AT&T Retail Business 3. Compared to business and residence combined 4. 12 hours 5. 4.5 hours (Critical Z does not apply) 6. 12 hours 7. 7.5 hours 8. 7.5 hours 9. 12 hours 10. 4.5 (Critical Z does not apply) 11. Parity with AT&T Interoffice Trunking Network

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes reports marked as "No Access" to customer premises. Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> The customer report is received Monday through Friday cleared within 24 hours. The customer report is received Saturday and cleared within 48 hours. The customer report is received Sunday and cleared before midnight Monday. Holidays are excluded. 	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> Business class of service Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with AT&T 2. UNE-P - Parity with AT&T Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Interconnection Trunks Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational Loops without test access – BRI <ul style="list-style-type: none"> DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	

Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> - <u>Residence</u> - <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	1. Parity With AT&T Retail POTS 2. Parity with AT&T Retail Pots Business and Residence Combined 3. Compared to AT&T Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply) 6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:
Percentage of Trunk Blockage
Definition:
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from AT&T end office to CLEC end office and from AT&T tandem to CLEC end office.
Exclusions:
<ul style="list-style-type: none"> Excludes Weekends and Holidays CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. Blocking caused by unplanned load on a CLECs network AT&T is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from AT&T on the due date or CLEC has no facilities or equipment at CLEC end.

- CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by AT&T or in the timeframe specified in the InterConnection Agreement (ICA).
- If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by AT&T or in the time frame specified in the ICA.
- If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.
- If a CLEC's actual trunk usage as shown by AT&T from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months.
- New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.

The exclusions do not apply if AT&T fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	Report Structure:
$\frac{\{(\text{Count of blocked calls} - \text{excluded blocked calls}) \div \text{total calls offered} - \{\text{excluded blocked calls}\} \times 100}{1}$	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • AT&T end office to CLEC end office • AT&T tandem to end office trunk 	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
$\frac{(\text{Number of common transport trunk groups exceeding 2\%, 1\% blocking} \div \text{total common transport trunk groups}) \times 100}{1}$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> • 3% of AT&T common transport trunk groups not to exceed 2% blocking • 3% of AT&T common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> Customer Caused Misses Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by AT&T, whichever is greater, starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Interconnection Trunks by 30, 60 and 90 days 	Parity with AT&T interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of AT&T caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, AT&T- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when AT&T receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once AT&T provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies AT&T of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for AT&T to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by AT&T and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from AT&T notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by AT&T for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> CLEC return to AT&T corrected and complete floor plan drawings. CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, AT&T will bring these forward for discussion at the next 6-month review.</p>	
Calculation:	Report Structure:
(count of number of AT&T caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and AT&T affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> New Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Oklahoma Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow AT&T the opportunity to complete CHC/FDT LNP with Loop within the designated interval. Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. Excludes Non-Measured reports (CPE, Interexchange, and Informational). Reports for which the trouble is attributable to the AT&T network (unless AT&T had knowledge of the trouble prior to the due date). Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time AT&T begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by AT&T within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
$(\text{Count of outages} \div \text{total coordinated conversions}) * 100$	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) Defined Batch Process Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement
Percent NXXs loaded and tested by the LERG effective date
Definition:
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
Exclusions:
<ul style="list-style-type: none"> Requests from CLECs where no signed Interconnection Agreement exists Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX
Business Rules:
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when AT&T receives the application. The clock stops when AT&T responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T or receive back from AT&T order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.	

AT&T cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. AT&T will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:

UNE-P
 UNE Loop
 DSL Capable Loops
 DSL with Line Sharing
 LNP only

In this case, AT&T will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> None 	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10 11 – 20 21+	3 7 10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10 11 – 20 21+	3 7 10
BRI Loop	1 -10 11 – 20 21+	4 10 Negotiate
DS1 Loop	1 – 20 21+	5 Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20 21+	5 Negotiate
DS3 Dedicated Transport	1 – 20 21+	5 Negotiate
ISDN – PRI Loop	1 – 20 21+	5 10
Dark Fiber	1 – 20 21+	5 Negotiate
Standalone INP	1 – 10 11 – 20 21+	3 7 10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24 25+	10 Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24 25+	3 Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20 21+	25Negotiate
DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

AT&T E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when AT&T is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX PRICING (TEXAS)

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APPENDIX PRICING (TEXAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T TEXAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T TEXAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
 - 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:
 - 1.8.1 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in AT&T TEXAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5, and 6 (suburban) as defined in AT&T TEXAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in AT&T TEXAS' Local Exchange Tariff.
 - 1.8.2 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.
- 1.9 AT&T TEXAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, AT&T TEXAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T TEXAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T TEXAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T TEXAS' current generic contract rate for the Product or Service set forth in AT&T TEXAS' applicable state-specific generic pricing schedule as published on AT&T TEXAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T TEXAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T TEXAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T TEXAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T TEXAS for that Product or Service and incorporated into AT&T TEXAS' current state-specific generic pricing schedule as published on AT&T TEXAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T TEXAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T TEXAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T TEXAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T TEXAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T TEXAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element

(UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T TEXAS 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 TEXAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T TEXAS network, without any changes to AT&T TEXAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by AT&T TEXAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT TEXAS
January 4, 2006

APPENDIX PRICING
SCHED OF PRICES
ATT TX/YMAX COMMUNICATIONS CORP.

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 14.32	\$ 14.32	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 16.34	\$ 13.93	\$ 7.07	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.69	\$ 13.93	\$ 7.07	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 12.26	\$ 13.93	\$ 7.07	
6			2-wire Analog Disconnect - all zones	NKCT1	NA	\$ 1.41	\$ 1.27	
7			Conditioning for dB loss from 8db to 5db	UL2	\$ 6.03	\$ 17.54	\$ 16.13	
8			4-Wire Analog Zone 1(Rural)	U4H	\$ 36.06	\$ 15.03	\$ 6.22	
9			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 21.52	\$ 15.03	\$ 6.22	
10			4-Wire Analog Zone 3 (Urban)	U4H	\$ 15.86	\$ 15.03	\$ 6.22	
11			2-Wire Digital Zone 1(Rural)	U2Q	\$ 46.09	\$ 15.03	\$ 6.22	
12			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 15.03	\$ 6.22	
13			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 34.91	\$ 15.03	\$ 6.22	
14			DS1 Loop Zone 1(Rural)	U4D1X	\$ 63.41	\$ 76.26	\$ 41.52	
15			DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 59.77	\$ 76.26	\$ 41.52	
16			DS1 Loop Zone 3 (Urban)	U4D1X	\$ 49.50	\$ 76.26	\$ 41.52	
17			DS1 Loop - Disconnect	NKCT2	NA	\$ 9.45	\$ 2.90	
18			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 745.55	\$ 823.28	\$ 392.54	
19			DS3 Loop Zone (Suburban)	U4D3X	\$ 706.74	\$ 823.28	\$ 392.54	
20			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 670.53	\$ 823.28	\$ 392.54	
21								
22		DSL Capable Loops						
23		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 18.98	\$ 15.03	\$ 6.22	
24			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.65	\$ 15.03	\$ 6.22	
25			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 12.14	\$ 15.03	\$ 6.22	
26			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 18.98	\$ 15.03	\$ 6.22	
27			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.65	\$ 15.03	\$ 6.22	
28			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 12.14	\$ 15.03	\$ 6.22	
29			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 18.98	\$ 15.03	\$ 6.22	
30			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.65	\$ 15.03	\$ 6.22	
31			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 12.14	\$ 15.03	\$ 6.22	
32			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 18.98	\$ 15.03	\$ 6.22	
33			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.65	\$ 15.03	\$ 6.22	
34			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 12.14	\$ 15.03	\$ 6.22	
35			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 18.98	\$ 15.03	\$ 6.22	
36			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.65	\$ 15.03	\$ 6.22	
37			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 12.14	\$ 15.03	\$ 6.22	
38			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 18.98	\$ 15.03	\$ 6.22	
39			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.65	\$ 15.03	\$ 6.22	
40			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 12.14	\$ 15.03	\$ 6.22	
41		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 36.06	\$ 15.03	\$ 6.22	
42			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 21.52	\$ 15.03	\$ 6.22	
43			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 15.86	\$ 15.03	\$ 6.22	
44			* USOCS used for inventory purpose only					
45								
46		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 46.09	\$ 15.03	\$ 6.22	
47			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 37.54	\$ 15.03	\$ 6.22	
48			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 34.91	\$ 15.03	\$ 6.22	
49		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A	
50			Loop Qualification Process - Manual	NRBXU	N/A	\$ 78.08	N/A	
51		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 282.51	\$ 13.75	
52			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 282.51	\$ 13.75	
53			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 105.90	\$ 13.75	
54			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 730.25	\$ 39.48	
55			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 497.55	\$ 26.61	
56			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 180.68	\$ 26.61	
57			Removal of Excessive Bridged Taps	NRBXW	None	\$ 489.18	\$ 25.72	
58			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 244.59	\$ 12.86	
59			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 74.78	\$ 12.86	
60			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,213.80	\$ 44.86	
61			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 482.17	\$ 19.22	
62			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 178.89	\$ 19.22	

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63			Removal of Load Coils	NRBXZ	None	\$ 766.05	\$ 19.14	
64			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 255.35	\$ 6.10	
65			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 104.11	\$ 6.10	
66			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 218.87	None	
67			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 566.59	None	
68			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 218.87	\$ 218.87	
69			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 218.87	\$ 218.87	
70		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.60	\$ 57.75	\$ 57.75	
71			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.00	\$ 6.91	\$ 4.97	
72			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.00	\$ 29.56	\$ 29.56	
73		LST	LST performed on CODSLAM Loop	URCLD	None	\$ 215.65	None	
74			LST performed on Sub Loop	URCLB	None	\$ 208.59	None	
75		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.24	\$ 4.72	\$ 4.72	
76			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.00	\$ 6.91	\$ 4.97	
77			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.49	\$ 29.56	\$ 29.56	
78			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.00	\$ 29.56	\$ 29.56	
79			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.24	\$ 4.72	\$ 4.72	
80			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.00	\$ 6.91	\$ 4.97	
81			DS1 Loop to Collocation	UDLY4	\$ 6.67	\$ 39.05	\$ 34.16	
82			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 19.24	\$ 115.45	\$ 81.61	
83		Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.36	None	None	
84			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.23	None	None	
85			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.19	None	None	
86			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 14.11	None	None	
87			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 6.78	None	None	
88			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 4.55	None	None	
89			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 16.63	None	None	
90			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 9.20	None	None	
91			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 6.90	None	None	
92			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 13.07	None	None	
93			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 5.85	None	None	
94			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 3.66	None	None	
95			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 15.59	None	None	
96			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 8.27	None	None	
97			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 6.01	None	None	
98			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 2.63	None	None	
99			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 2.54	None	None	
100			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 2.47	None	None	
101			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.72	None	None	
102			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.45	None	None	
103			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 2.37	None	None	
104			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 27.97	None	None	
105			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 13.42	None	None	
106			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 8.99	None	None	
107			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 33.01	None	None	
108			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 18.26	None	None	
109			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 13.69	None	None	
110			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 25.88	None	None	
111			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 11.55	None	None	
112			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 7.21	None	None	
113			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 30.92	None	None	
114			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 16.40	None	None	
115			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 11.91	None	None	
116			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 5.27	None	None	
117			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 5.08	None	None	
118			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 4.93	None	None	
119			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.36	None	None	
120			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.23	None	None	
121			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.19	None	None	
122			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 14.10	None	None	
123			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 6.81	None	None	
124			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 4.58	None	None	
125			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 16.62	None	None	
126			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 9.23	None	None	

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127			ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 6.93	None	None	
128			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 13.06	None	None	
129			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 5.88	None	None	
130			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 3.69	None	None	
131			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 15.57	None	None	
132			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 8.30	None	None	
133			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 6.04	None	None	
134			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 2.63	None	None	
135			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 2.54	None	None	
136			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 2.47	None	None	
137			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.72	None	None	
138			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.45	None	None	
139			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.37	None	None	
140			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGO	\$ 27.96	None	None	
141			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 13.45	None	None	
142			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGO	\$ 9.03	None	None	
143			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 33.00	None	None	
144			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 18.29	None	None	
145			ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 13.73	None	None	
146			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 25.87	None	None	
147			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 11.58	None	None	
148			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 7.24	None	None	
149			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 30.90	None	None	
150			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 16.43	None	None	
151			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 11.94	None	None	
152			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 5.27	None	None	
153			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 5.08	None	None	
154			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 4.93	None	None	
155		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 242.15	\$ 91.77	
156			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 242.99	\$ 92.60	
157			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 242.15	\$ 91.77	
158			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 242.99	\$ 92.60	
159		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 33.76	\$ 52.91	\$ 28.43	
160			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 32.55	\$ 52.91	\$ 28.43	
161			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 34.08	\$ 52.91	\$ 28.43	
162			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 44.32	\$ 52.91	\$ 28.43	
163			DT-DS1 Interoffice Transport, First Mile - Disconnect	NKCT8	NA	\$ 12.05	\$ 3.66	
164			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 0.1005	None	None	
165			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.1093	None	None	
166			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.1343	None	None	
167			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.0968	None	None	
168			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 199.77	\$ 81.05	\$ 65.73	
169			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 179.53	\$ 81.05	\$ 65.73	
170			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 194.60	\$ 81.05	\$ 65.73	
171			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 308.37	\$ 81.05	\$ 65.73	
172			DT-DS3 Interoffice Transport, First Mile - Disconnect	NKCT9		\$ 12.05	\$ 3.66	
173			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 2.9127	None	None	
174			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 3.2041	None	None	
175			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 3.9582	None	None	
176			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.7821	None	None	
177		Dedicated Transport Cross Connect	DS1 TO Collocation	UCXHX	\$ 7.51	\$ 57.08	\$ 40.49	
178			DS3 to Collocation	UCXJX	\$ 25.70	\$ 70.78	\$ 54.19	
179		Multiplexing	DS1 to VG	UM4BX	\$ 249.02	\$ 29.00	\$ 24.15	
180			DS1 to VG - Disconnect	NKCTC		\$ 2.46	\$ 1.68	
181			DS3 to DS1	UM4AX	\$ 322.06	\$ 41.71	\$ 20.01	
182			DS3 to DS1 - Disconnect	NKCT6		\$ 9.03	\$ 2.90	
183		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 39.12	\$ 991.37	\$ 991.37	
184			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016297	None	None	
185			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.014145	None	None	
186			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012300	None	None	
187			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.60	\$ 48.59	\$ 48.59	
188			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 335.92	\$ 335.92	
189		Routine Modifications	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
190		800 Database	Toll Free Database Query	Not Applicable	\$ 0.0000980	None	None	
191			Call Handling and Destination	Not Applicable	\$ 0.0000181	None	None	
192		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 5.00	None	

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193			Manual Change - Simple	NRBUO	None	\$ 5.00	None	
194			Manual Record - Simple	NRBUU	None	\$ 5.00	None	
195			Manual Disconnect - Simple	NRBUW	None	\$ 5.00	None	
196			Manual Suspend - Simple	NRBJZ	None	\$ 5.00	None	
197			Manual Restore - Simple	NRBJ9	None	\$ 5.00	None	
198			Manual Expedited - Simple	NRMV1	None	\$ 5.00	None	
199			Manual Customer Not Ready - Simple	NRMV5	None	\$ 5.00	None	
200			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 5.00	None	
201			Manual New - Complex	NRBUR	None	\$ 91.93	None	
202			Manual Change - Complex	NRBUP	None	\$ 62.56	None	
203			Manual Record - Complex	NRBUV	None	\$ 62.17	None	
204			Manual Disconnect - Complex	NRBUX	None	\$ 52.83	None	
205			Manual Suspend - Complex	NRBJ7	None	\$ 62.56	None	
206			Manual Restore - Complex	NRBJ8	None	\$ 62.56	None	
207			Manual Expedited - Complex	NRMV2	None	\$ 91.93	None	
208			Manual Customer Not Ready - Complex	NRMV6	None	\$ 91.93	None	
209			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 91.93	None	
210			Electronic New - Simple	NR9W2	None	\$ 2.58	None	
211			Electronic New - Complex	NRBGX	None	\$ 80.31	None	
212			Electronic Change - Simple	NR9GG	None	\$ 2.56	None	
213			Electronic Change - Complex	NR9G8	None	\$ 80.31	None	
214			Electronic Record - Simple	NR9GU	None	\$ 0.80	None	
215			Electronic Record - Complex	NR9G7	None	\$ 5.07	None	
216			Electronic Disconnect - Simple	NR9GZ	None	\$ 1.22	None	
217			Electronic Disconnect - Complex	NR9G9	None	\$ 27.45	None	
218			Electronic Suspend Simple	NRBJ5	None	\$ 2.56	None	
219			Electronic Restore Simple	NRBJ6	None	\$ 2.56	None	
220			Electronic Expedited Simple	NRMV7	None	\$ 2.58	None	
221			Electronic Expedited Complex	NRMVX	None	\$ 2.58	None	
222			Electronic Customer Not Ready Simple	NRMV9	None	\$ 2.58	None	
223			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.58	None	
224			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$ 2.58	None	
225			Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$ 2.58	None	
226			PIC Change Charge	NRBL9	None	\$ 2.58	0.05	
227								
228		OTHER						
229	12/16/2005	Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.40	None	None	
230			Directory Assistance Call Completion (DACC) - per cal	ZZUO7	\$ 0.15	None	None	
231			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
232			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
233	12/16/2005		Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00	
234	12/16/2005		Directory Assistance - Branding Per call	ZZUCB	\$ 0.03	None	None	
235	12/16/2005		Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 5,000.00	None	
236	12/16/2005		Directory Assistance - Rate Reference Subsequent Load	NRBDL	None	\$ 1,500.00	None	
237			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
238			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
239			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
240			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
241			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	
242		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None	
243	12/16/2005		Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.03	None	None	
244	12/16/2005		Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	\$ 1,800.00	
245	12/16/2005		Operator Services - Branding Per call	ZZUCB	\$ 0.03	None	None	
246	12/16/2005		Operator Services - Rate Reference - Initial Load	NRBDL	None	\$ 5,000.00	None	
247	12/16/2005		Operator Services - Rate Reference - Subsequent Load	NRBDL	None	\$ 1,500.00	None	
248		Miscellaneous	NXX Migration- Migration Charge per NX>	Not Applicable	None	\$ 7,500.00	None	
249			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000323	None	None	
250		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
251			Per local message	Not Applicable	\$ 0.080	None	None	
252		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.003	None	None	
253			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
254			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	

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255			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.007	None	None	
256			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMD5 Network	Not Applicable	\$ 0.010	None	None	
257		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
258			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
259		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 21.44	\$ 21.44	
260			Overtime - per half hour	MVV	None	\$ 28.01	\$ 28.01	
261			Premium Time - per half hour	MVV	None	\$ 34.59	\$ 34.59	
262		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 21.44	\$ 21.44	
263			Overtime - per half hour	ALK, ALT, ALH	None	\$ 28.01	\$ 28.01	
264			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 34.59	\$ 34.59	
265					Annual Rates			
266		Poles and Duct (Structure)	Poles (\$/attachment/yr.) ##		\$ 2.52			
267								
268			Per Foot Conduit Occupancy Fees ##					
269			Full Duct (\$/ft/yr.)		\$ 0.82			
270			Half Duct (\$/ft/yr.)		\$ 0.41			
271								
272			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
273								
274			## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,					
275			effective January 1, 2005 and billable semi-annually in advance in January and July of each year					
276			New rates will be communicated to CLEC no later than November 1st for the succeeding year.					
277								
278			Contract Administration Fee			\$ 125.00		
279			Administrative Record-Keeping Fee			\$ 125.00		
280								
281			Unauthorized Attachment Fee			5 Times the Annual Rate per Pole		
282			Unauthorized Occupancy Fee			5 Times the Annual Rate per Conduit Foot		
283								
284		INTERCARRIER COMPENSATION						
			Long-Term Local Bill and Keep Arrangements for "In-Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic					
285			End Office Local Termination (All Zones)					
286			Set up charge, per call	ZZUR8	\$0.00			
287			Duration charge, per MOU	ZZUR2	\$0.00			
288								
289			Tandem Switching	ZZUR1	\$0.00			
290								
291			Common Transport (All Zones)					
292			Termination per Minute of Use	ZZUST	\$0.00			
293			Facilities per Minute, per Mile	ZZURF	\$0.00			
294								
			COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
295			Rate for Presumed ISP-Bound Traffic as per FCC 01-131	ZZUR2	\$0.0007			
296								
297			Optional EAS Transport & Termination per MOU	ZZUR2	\$0.002487	None	None	
298								
299		RESALE			RESALE DISCOUNTS			
300			Business		RECURRING	NON-RECURRING		
301			LOCAL EXCHANGE SERVICE					
302			Business 1 Party		21.60%	21.60%		
303			Business - Multi-Line Hunting		21.60%	21.60%		
304			Business - Measured		21.60%	21.60%		
305			Business - Measured (HTG Class of Service)		21.60%	21.60%		
306			Customer Operated Pay Telephone (COPT)		21.60%	21.60%		
307								
308			EXPANDED LOCAL CALLING					
309			EMS - Optional		21.60%	21.60%		

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT TEXAS
January 4, 2006

APPENDIX PRICING
SCHED OF PRICES
ATT TX/YMAX COMMUNICATIONS CORP.

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
310			Expanded Local Calling (Mandatory)		21.60%	21.60%		
311			Extended Area Calling Service - Optional		21.60%	21.60%		
312			Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%		
313			Mandatory EACS - Multi-Line Hunting		21.60%	21.60%		
314			Mandatory EACS - One element measured, 1-party		21.60%	21.60%		
315			Mandatory EACS - PBX Trunk		21.60%	21.60%		
316			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
317								
318			VERTICAL SERVICES					
319			Anonymous Call Rejection		21.60%	21.60%		
320			Auto Redial		21.60%	21.60%		
321			Auto Redial - Usage Sensitive		21.60%	21.60%		
322			Call Blocker		21.60%	21.60%		
323			Call Forwarding		21.60%	21.60%		
324			Call Forwarding - Busy Line		21.60%	21.60%		
325			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
326			Call Forwarding - Don't Answer		21.60%	21.60%		
327			Call Return		21.60%	21.60%		
328			Call Return - Usage Sensitive		21.60%	21.60%		
329			Call Trace		21.60%	21.60%		
330			Call Waiting		21.60%	21.60%		
331			Calling Name		21.60%	21.60%		
332			Calling Number		21.60%	21.60%		
333			ComCall®		21.60%	21.60%		
334			Personalized Ring (1 dependent number)		21.60%	21.60%		
335			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
336			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
337			Priority Call		21.60%	21.60%		
338			Remote Access to Call Forwarding		21.60%	21.60%		
339			Selective Call Forwarding		21.60%	21.60%		
340			Simultaneous Call Forwarding		21.60%	21.60%		
341			Speed Calling 8		21.60%	21.60%		
342			Speed Calling 30		21.60%	21.60%		
343			Three Way Calling		21.60%	21.60%		
344								
345			DID					
346			DID (First Block of 100 - Category 1)		21.60%	21.60%		
347			DID (First Block of 10 - Category 1)		21.60%	21.60%		
348			DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%		
349			DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%		
350			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%		
351			DID (with dial pulse)		21.60%	21.60%		
352			DID (with Multifrequency)		21.60%	21.60%		
353			DID (with Dual-Tone Multifrequency)		21.60%	21.60%		
354			DID (1st 10 Trunks or access lines)		21.60%	21.60%		
355			DID (11th thru 50th trunk or network access line)		21.60%	21.60%		
356			DID (51st trunk or network access line)		21.60%	21.60%		
357								
358			TRUNKS					
359			Trunk		21.60%	21.60%		
360								
361			AIN					
362			Area Wide Networking		21.60%	21.60%		
363			Caller Intellidata®		21.60%	21.60%		
364			Disaster Routing Service		21.60%	21.60%		
365			Intelligent Redirectsm		21.60%	21.60%		
366			IntelliNumber		21.60%	21.60%		
367			Positive ID		21.60%	21.60%		
368								
369			OTHER					
370			Customer Alerting Enablement		21.60%	21.60%		
371			Grandfathered Services		21.60%	21.60%		
372			Hot Line		21.60%	21.60%		
373			Hunting		21.60%	21.60%		

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT TEXAS
January 4, 2006

APPENDIX PRICING
SCHED OF PRICES
ATT TX/YMAX COMMUNICATIONS CORP.

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
374			Night Number associated with Telephone Number		21.60%	21.60%		
375			Night Number associated with a Terminal		21.60%	21.60%		
376			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
377			Promotions (Greater than 90 days)		21.60%	21.60%		
378			Preferred Number Service		21.60%	21.60%		
379			Telebranch®		21.60%	21.60%		
380			TouchTone (Business)		21.60%	21.60%		
381			TouchTone (Trunk)		21.60%	21.60%		
382			Voice Dial		21.60%	21.60%		
383			Warm Line		21.60%	21.60%		
384								
385			Data Services					
386			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%		
387			PBX Trunks		21.60%	21.60%		
388			DS3		21.60%	21.60%		
389								
390			ISDN					
391			Digilinesm (ISDN BRI)		21.60%	21.60%		
392			Select Video Plus®		21.60%	21.60%		
393			Smart Trunksm (ISDN PRI)		21.60%	21.60%		
394			SuperTrunk		21.60%	21.60%		
395								
396			TOLL					
397			IntraLATA MTS		21.60%	21.60%		
398			MaxiMizer 800®		21.60%	21.60%		
399			OutWATS		21.60%	21.60%		
400								
401			OPTIONAL TOLL CALLING PLANS					
402			1+SAVERsm		21.60%	21.60%		
403								
404			PLEXAR®					
405			Plexar I®		21.60%	21.60%		
406			Plexar II®		21.60%	21.60%		
407			Plexar Custom		21.60%	21.60%		
408								
409			PRIVATE LINE					
410			Analog Private Lines		21.60%	21.60%		
411			Business Video Service		21.60%	21.60%		
412			DOVLink		21.60%	21.60%		
413			Frame Relay		21.60%	21.60%		
414			MegaLink I®		21.60%	21.60%		
415			MegaLink II®		21.60%	21.60%		
416			MegaLink III®		21.60%	21.60%		
417			MicroLink I®		21.60%	21.60%		
418			Network Reconfiguration Service		21.60%	21.60%		
419								
420			RESIDENCE					
421			LOCAL EXCHANGE SERVICE					
422			Life Line and Link Up America Services		21.60%	21.60%		
423			Residence 1 Party		21.60%	21.60%		
424			Residence Measured		21.60%	21.60%		
425								
426			EXPANDED LOCAL CALLING					
427			Expanded Local Calling (Mandatory)		21.60%	21.60%		
428			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
429			Mandatory EACS - One element measured, 1 Party		21.60%	21.60%		
430			EMS - Optional		21.60%	21.60%		
431			Extended Area Calling Service - Optional		21.60%	21.60%		
432								
433			VERTICAL SERVICES					
434			Anonymous Call Rejection		21.60%	21.60%		
435			Auto Redial		21.60%	21.60%		
436			Auto Redial - Usage Sensitive		21.60%	21.60%		

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT TEXAS
January 4, 2006

APPENDIX PRICING
SCHED OF PRICES
ATT TX/YMAX COMMUNICATIONS CORP.

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
437			Call Blocker		21.60%	21.60%		
438			Call Forwarding		21.60%	21.60%		
439			Call Forwarding - Busy Line		21.60%	21.60%		
440			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
441			Call Forwarding - Don't Answer		21.60%	21.60%		
442			Call Return		21.60%	21.60%		
443			Call Return - Usage Sensitive		21.60%	21.60%		
444			Call Trace		21.60%	21.60%		
445			Call Waiting		21.60%	21.60%		
446			Calling Name		21.60%	21.60%		
447			Calling Number		21.60%	21.60%		
448			ComCall®		21.60%	21.60%		
449			Personalized Ring (1 dependent number)		21.60%	21.60%		
450			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
451			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
452			Priority Call		21.60%	21.60%		
453			Remote Access to Call Forwarding		21.60%	21.60%		
454			Selective Call Forwarding		21.60%	21.60%		
455			Simultaneous Call Forwarding		21.60%	21.60%		
456			Speed Calling 8		21.60%	21.60%		
457			Three Way Calling		21.60%	21.60%		
458								
459			ISDN					
460			Digiline sm		21.60%	21.60%		
461								
462			OTHER					
463			Customer Alerting Enablement		21.60%	21.60%		
464			Grandfathered Services		21.60%	21.60%		
465			Hot Line		21.60%	21.60%		
466			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
467			Promotions (Greater than 90 days)		21.60%	21.60%		
468			Preferred Number Service		21.60%	21.60%		
469			TouchTone		21.60%	21.60%		
470			Voice Dial		21.60%	21.60%		
471			Warm Line		21.60%	21.60%		
472								
473			OTHER (Resale)					
474								
475	12/16/2005		Directory Assistance Services		21.60%	None	None	
476	12/16/2005		Local Operator Assistance Service		21.60%	None	None	
477								
478	12/16/2005		National Directory Assistance (NDA), per call	ZZU05/ZZU06	\$0.65	None	None	
479	12/16/2005		Reverse Directory Assistance (RDA), per call	ZZU08/ZZU09	\$0.65	None	None	
480	12/16/2005		Business Category Search (BCS), per call	ZZU0B	\$0.65	None	None	
481	12/16/2005		Directory Assistance Call Completion (DACC), per call	ZZU07	\$0.15	None	None	
482								
483			Branding - Resellers					
484			- Initial Load	NRBDG	NA	\$1,800.00		
485			- Subsequent Load	NRBDG	NA	\$1,800.00		
486	12/16/2005		- Per Call	ZZUCB	\$ 0.03	NA		
487			Rate Reference - Resellers					
488	12/16/2005		- Initial Load	NRBDL	NA	\$5,000.00		
489	12/16/2005		- Subsequent Load	NRBDM	NA	\$1,500.00		
490								
491			TOLL					
492			Home 800sm		21.60%	21.60%		
493			IntraLATA MTS		21.60%	21.60%		
494			900/976 Call Restriction		21.60%	21.60%		
495			976 Information Delivery Service		0%	0%		
496			Access Services		0%	0%		
497			Additional Directory Listings		21.60%	21.60%		
498			Bill Plus		5%	5%		

UNE AECN:
RESALE AECN:
ACNA

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT TEXAS
January 4, 2006

APPENDIX PRICING
SCHED OF PRICES
ATT TX/YMAX COMMUNICATIONS CORP.

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
499			Cellular Mobile Telephone Interconnection Services		0%	0%		
500			Company Initiated Suspension Service		0%	0%		
501			Connections with Terminal Equipment and Communications Equipment		0%	0%		
502			Consolidated Billing		5%	5%		
503			Construction Charges		0%	0%		
504			Customer Initiated Suspension Service		0%	0%		
505			Distance Learning		21.60%	21.60%		
506			Exchange Connection Service		0%	0%		
507			Maintenance of Service Charges		0%	0%		
508			Shared Tenant Service		0%	0%		
509			Telecommunications Service Priority Systems		0%	0%		
510			Toll Restriction		21.60%	21.60%		
511								
512			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA		
513								
514			Simple conversion charge per billable number		NA	\$16.65		
515			Electronic conversion orders per billable number		NA	\$5.00		
516			Complex conversion orders per billable number		NA	\$52.55		

**APPENDIX WP
EXHIBIT I
AT&T TEXAS**

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Albany			\$2.83	
Alpine			\$2.83	
Alvarado			\$2.83	
Angleton			\$2.83	
Anson			\$2.83	
Atlanta			\$2.83	
Aubrey			\$2.83	
Bastrop			\$2.83	
Beeville			\$2.83	
Bellville			\$2.83	
Borger			\$2.83	
Bowie			\$2.83	
Breckenridge			\$2.83	
Bridge City			\$2.83	
East Regional			\$2.83	
Cameron			\$2.83	
Canadian			\$2.83	
Carthage			\$2.83	
Center			\$2.83	
Chillicothe			\$2.83	
Childress			\$2.83	
Cisco			\$2.83	
Colorado City			\$2.83	
SE Texas Area			\$2.83	
Cotulla			\$2.83	
Crane			\$2.83	
Cuero			\$2.83	
Edna			\$2.83	
El Campo			\$2.83	
Elgin			\$2.83	
Farmersville			\$2.83	
Ft. Stockton			\$2.83	
Gainesville			\$2.83	
Goliad			\$2.83	
Graham			\$2.83	
Gruver			\$2.83	
Hempstead			\$2.83	
Hereford			\$2.83	
Hillsboro			\$2.83	
Jacksboro			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Jefferson			\$2.83	
Jewett			\$2.83	
Kenedy			\$2.83	
Kermit			\$2.83	
Kirbyville			\$2.83	
Lampasas			\$2.83	
Liberty			\$2.83	
Lockhart			\$2.83	
Luling			\$2.83	
Madisonville			\$2.83	
Marlin			\$2.83	
Mathis			\$2.83	
McLean			\$2.83	
Meridian			\$2.83	
Mexia			\$2.83	
Mineola			\$2.83	
Mineral Wells			\$2.83	
Monahans			\$2.83	
Mt. Pleasant			\$2.83	
Pampa			\$2.83	
Pearsall			\$2.83	
Pittsburg			\$2.83	
Pleasanton			\$2.83	
Port Arthur			\$2.83	
Quanah			\$2.83	
Refugio			\$2.83	
Rockdale			\$2.83	
Rockport			\$2.83	
Rotan			\$2.83	
San Augustine			\$2.83	
S Central			\$2.83	
Seminole			\$2.83	
Shamrock			\$2.83	
Sinton			\$2.83	
Smithville			\$2.83	
Snyder			\$2.83	
Stanton			\$2.83	
Strawn			\$2.83	
Sweetwater			\$2.83	
Taylor			\$2.83	
Timpson			\$2.83	
Uvalde			\$2.83	
Vernon			\$2.83	
Wharton			\$2.83	
Yoakum			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Yorktown			\$2.83	
Alice			\$5.99	
Bandera			\$5.99	
Bay City			\$5.99	
Big Spring			\$5.99	
Brazosport			\$5.99	
Cleburne			\$5.99	
Cleveland			\$5.99	
Corsicana			\$5.99	
Denison			\$5.99	
Ellis County Area			\$5.99	
Granbury			\$5.99	
Greater Hunt County			\$5.99	
Greater Orange/Bridge			\$5.99	
Huntsville			\$5.99	
S Greater Coastal Bend			\$5.99	
Marshall			\$5.99	
Nacogdoches			\$5.99	
Nederland			\$5.99	
New Braunfels			\$5.99	
Orange			\$5.99	
Paris-Honey Grove			\$5.99	
Plainview			\$5.99	
Sequin			\$5.99	
Texas City			\$5.99	
Weatherford			\$5.99	
Abilene			\$32.62	
Amarillo			\$32.62	
Beaumont			\$32.62	
El Paso			\$32.62	
Galveston			\$32.62	
Laredo			\$32.62	
Longview			\$32.62	
Lubbock			\$32.62	
McKinney Area			\$32.62	
Mid & South County			\$32.62	
Midland			\$32.62	
Odessa			\$32.62	
Temple			\$32.62	
Tyler			\$32.62	
Victoria			\$32.62	
Waco			\$32.62	
Wichita Falls			\$32.62	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Corpus Christi			\$323.37	
Rio Grande Valley			\$323.37	
Austin (Bus)			\$531.48	
Austin (Res)			\$531.48	
Ft. Worth			\$531.48	
San Antonio (Bus)			\$531.48	
San Antonio (Res)			\$531.48	
Dallas (Bus)			\$924.07	
Dallas (Res)			\$924.07	
Houston (Bus)			\$924.07	
Houston (Res)			\$924.07	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which AT&T TEXAS will report performance to CLEC and compare that performance to AT&T TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. AT&T TEXAS agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. AT&T TEXAS will collect, analyze, and report performance data for these measures in accordance with AT&T TEXAS' Performance Measurement Business Rules, as approved by the Public Utility Commission of Texas (the "Commission" or "PUC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both AT&T TEXAS (or its affiliate purchasing the same service from AT&T under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.
3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with AT&T TEXAS, other CLECs, and Commission representatives.
 - 3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by AT&T TEXAS and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Texas Public Utility Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
 - 3.2 CLEC and AT&T TEXAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T TEXAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T TEXAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, AT&T TEXAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
4. General Assessments Payable to the Texas State Treasury:
 - 4.1 If AT&T TEXAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.
 - 4.2 If AT&T TEXAS alters previously reported data to a CLEC, and after discussions with AT&T TEXAS the CLEC disputes such alterations, then the CLEC can request that the Commission

review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and AT&T TEXAS' state aggregate data.

5.2 In the event AT&T TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, AT&T TEXAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of AT&T TEXAS processes, to the extent appropriate.

5.3 AT&T TEXAS will not levy a separate charge for provision of the data to CLEC called for under this Attachment. AT&T TEXAS will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
AT&T will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and AT&T or its affiliates (or AT&T acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement
Percent Responses Received within "X" seconds – OSS Interfaces
Definition:
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.
Exclusions:
None
Business Rules:
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.
For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC.

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
<p>Overall transactions returned within required interval. Benchmark 95%</p> <p>Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement
OSS Defects Per Million Opportunities (DPMO)
Definition:
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
Exclusions:
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with AT&T Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to AT&T Southwest's designated trouble reporting center within 5 business days

Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which AT&T Southwest plans to offer and support CLEC access to AT&T Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the AT&T Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>AT&T will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. AT&T Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • AT&T Southwest RAF (by CLEC) = 5000 DPMO • AT&T Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<p>For LSRs</p> <ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs. • AT&T only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders <p>For ASRs</p> <ul style="list-style-type: none"> • All LSRs • Access Orders purchased from <u>AT&T TEXAS</u> tariffs • Rejected (manual and electronic) ASRs • AT&T Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next

business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday

(anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49) E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49) F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days

C. Unbundled Dedicated Transport DS1s D. Projects	D. Negotiated Interval (Critical Z does not apply)
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7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and AT&T Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
For manual rejects received electronically only, rejects of LSRs received through manual process.
Business Rules:
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.
<u>Manual Rejects Received Electronically</u> The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC)

normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and AT&T affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive AT&T-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which AT&T notifies the CLEC that an order is in jeopardy of meeting the due date, due to AT&T cause.	
Exclusions:	
N and D service orders	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where AT&T identifies the potential for not meeting the scheduled due date (LOF or additional information).	
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
Calculation:	Report Structure:
$(\text{Number of orders jeopardized} \div \text{Number of orders confirmed}) * 100$	Reported by CLEC and all CLECs, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999) Facilities Jeopardies Other AT&T caused Jeopardies CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, AT&T Local Responses, Local Response Jeopardy, RCODE – Reason Code. 	Diagnostic

11.2 Measurement:
Average AT&T-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time AT&T issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none"> N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that AT&T issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999) Facilities Jeopardies <p>POTS (includes the following):</p> <ul style="list-style-type: none"> 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access UNE Platform – POTS <p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> BRI Loop with Test Access ISDN BRI Port

<ul style="list-style-type: none"> • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials • Other AT&T Caused • Other AT&T caused Jeopardies • CLEC/EU caused Jeopardies 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and AT&T affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other AT&T caused – 1 day Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. AT&T commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. AT&T Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and AT&T, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: AT&T will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses AT&T's systems using a Service Bureau Provider, the measurement of AT&T's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
$(\# \text{ of mechanized line loss notifications returned to the CLEC within 1 day of work completion} \div \text{total line loss notifications}) * 100$	Reported for CLEC all CLECs, and AT&T Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through AT&T ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through AT&T's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by AT&T and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
$(\# \text{ of orders that flow through} \div \text{total eligible electronic orders}) * 100$	Reported by CLEC, all CLECs and AT&T and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%
13. 1 Measurement	

Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through AT&T's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which AT&T returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which AT&T returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which AT&T internal service orders are not electronically generated or as to which any manual entry is made on associated AT&T internal service orders, LSRs with any associated service orders that do not distribute out of AT&T's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each AT&T back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, AT&T and AT&T Affiliates by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2 New Measurement
Billing Completion Notices
Definition:
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.
Exclusions:
<ul style="list-style-type: none"> Access Service Orders billed through CABS Interconnection Trunk Orders T-Orders when dual service is involved Weekends and Holidays
Business Rules:
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing

completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.

Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By AT&T LSC	Parity with AT&T RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the AT&T region.	
Exclusions:	
<ul style="list-style-type: none"> Weekends Holidays Outside normal business hours 	
Business Rules:	
The clock starts when a call enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:

Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the AT&T representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and AT&T Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Maintenance Calls (i.e., calls to 1-800-220-4818) Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> Parity with AT&T CSB 90% within 20 seconds (Critical Z does not Apply) 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by AT&T.
<u>Interconnection Trunks</u> Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T.

Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by AT&T
- NPAC caused delays unless caused by AT&T (LNP only)

Business Rules:**POTS/UNE-P**

The clock starts on the Application Date, which is the day that AT&T receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that AT&T personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by AT&T. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the AT&T agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by AT&T.

AT&T will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by AT&T. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that AT&T personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

AT&T will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T ÷ total trunk circuits completed) * 100</p>	Reported for CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
<p><u>POTS</u></p> <ol style="list-style-type: none"> Field Work (FW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc No Field Work (NFW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc UNE-P -Field Work (FW) UNE -P - No Field Work (NFW) 8.0dB Loops (standalone and loop with LNP) <p><u>Resale Specials/UNE</u></p> <ol style="list-style-type: none"> DS0 (DDS, VGPL, 5 db loops, switch ports) DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport ISDN & BRI (resale, loops and ports) DSL and Line Splitting 	<ol style="list-style-type: none"> Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) Resale POTS parity between No Field Work compared to AT&T Retail No Field Work (N, T, C order types). UNE-P Parity between Field Work compared to AT&T Retail Field Work (N, T, C order types) UNE-P Parity between No Field Work compared to AT&T Retail No Field Work. (N, T, C order types). 95% <p><u>Resale Specials and UNEs</u></p> <ol style="list-style-type: none"> 95% 95% in five days (Critical Z does not apply) 95% 95%

10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only:</u> NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)	
Percent AT&T Missed Due Dates Due To Lack of Facilities	
Definition:	
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<u>UNEs</u> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. Interconnection Trunks. 	
Business Rules:	
<p>POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p>Specials – The Due Date starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p>UNEs/EELS – Any completion date that is greater than the due date with a AT&T lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and AT&T Retail for POTS. By state.

Disaggregations and Benchmarks:	
1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types)
2. UNE-P -Field Work (FW)	2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops, and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
Note: Comparisons are used for Diagnostic purposes only.	

32. Measurement (PM 32 Combined with PM 62 and PM 74)
Average Delay Days For AT&T Caused Missed Due Dates.
Definition:
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T to completion date on company missed interconnection trunk orders.
Exclusions:
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C.
For Specials/UNEs/Interconnection Trunks Only:
<ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by AT&T.
Business Rules:
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.
Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.
UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC

due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by AT&T, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.

Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.

Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a AT\&T caused missed due date})$	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
POTS	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
2. UNE-P Field Work (FW) No Field Work (NFW)	2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work. (N, T, C order types).
3. 8.0dB Loops – FW 8.0dB Loops - NFW	3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)	4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)	5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5 days
7. DSL and Line Splitting	7. 6 days
8. Line Sharing and IDSL	8. 6 days
9. EELS – DS0	9. 6 days
10. EELS – DS1	10. 6 days (Critical Z does not apply)
11. Interconnection Trunks	11. Parity with AT&T Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.

Percentage of UNEs that receive a customer trouble report within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by AT&T.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:**POTS/UNE-P**

Includes reports received the day after AT&T personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW) 3. 8.0dB Loop <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, & switch ports) 5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Stand Alone LNP	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, and C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, and C order types). 2. UNE-P Parity between Field Work New and Move orders compared to AT&T Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to AT&T Field Work Change orders. Parity between No Field Work New and Move orders compared to AT&T Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to AT&T Retail No Field Work Change orders. 3. Compared to Retail POTS Business and Retail POTS Residence combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply) 11. Parity with AT&T Retail POTS – No Field Work

101. Measurement:
Percent Out of Service < 60 minutes
Definition:
The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T's network is less than 60, expressed as a percentage of total number of activations that took place.
Exclusions:
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by AT&T. • Stand Alone LNP Orders with more than 500 number activations.

Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in AT&T's LSMS. The End time is when the Provisioning event is successfully completed in AT&T's network as reflected in AT&T's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60 minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. Excludes BRI loops without test access Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date 	
Business Rules:	
<u>POTS/UNE-P</u> CLEC and AT&T repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and AT&T, by state.

Disaggregations and Benchmarks:	
1. POTS Business class of service Residence class of service	1. POTS- Parity with AT&T retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. No Access and delayed maintenance for UNE loops. Specials and Interconnection Trunks Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only) 	
Business Rules:	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&T personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none"> Dispatch No Dispatch POTS - Business <ul style="list-style-type: none"> Dispatch No Dispatch 	1. POTS - Parity with AT&T Retail
2. UNE-P <ul style="list-style-type: none"> Dispatch No Dispatch 	2. UNE-P – Parity with AT&T Retail POTS Business and Residence combined
3. 8.0dB Loops	3. Compared to AT&T Retail POTS business and

		residence combined
39. Measurement (PM 39 Combines with PM 67 and PM 76)		
Mean time to restore / Average Trunk Restoration Interval		
Definition:		
<u>POTS/UNE-P</u>		
Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.		
<u>UNES/EELS and Specials</u>		
Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.		
<u>Interconnection Trunks</u>		
Average time to repair interconnection trunks. This measure is based on calendar days.		
Exclusions:		
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until AT&T has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC 		
Business Rules:		
<u>POTS and UNE-Ps</u>		
The clock starts on the date and time AT&T receives a trouble report. The clock stops on the date and time that AT&T personnel clear the repair activity and complete the trouble report.		
<u>Specials</u>		
The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.		
<u>UNEs/EELS</u>		
The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.		
<u>Interconnection Trunks</u>		
The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when AT&T notifies the CLEC of service restoral.		
Calculation:		Report Structure:
$\frac{\sum[(\text{Date and time AT\&T clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\div}$		Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.

Total network customer trouble reports	
Total trunk outage duration ÷ total trunk trouble reports	
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business 	1. POTS – Parity with AT&T Retail
2. <u>UNE-P</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 	2. UNE-P residence – Parity with AT&T Retail Residence UNE-P Business – Parity with AT&T Retail Business
3. <u>8.0dB Loops</u> <ul style="list-style-type: none"> - Dispatch - No Dispatch 	3. Compared to business and residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 12 hours
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)	5. 4.5 hours (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports	6. 12 hours
7. DSL and Line Splitting	7. 7.5 hours
8. Line Sharing and IDSL	8. 7.5 hours
9. EELS – DS0	9. 12 hours
10. EELS – DS1	10. 4.5 (Critical Z does not apply)
11. Interoffice Trunks	11. Parity with AT&T Interoffice Trunking Network

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes reports marked as "No Access" to customer premises. • Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> • The customer report is received Monday through Friday cleared within 24 hours. • The customer report is received Saturday and cleared within 48 hours. • The customer report is received Sunday and cleared before midnight Monday. • Holidays are excluded. 	
Calculation:	Report Structure:

(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> • Business class of service • Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with AT&T 2. UNE-P - Parity with AT&T Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Interconnection Trunks • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> - <u>Residence</u>	1. Parity With AT&T Retail POTS

- <u>Business</u>	
2. <u>UNE-P</u>	2. Parity with AT&T Retail Pots Business and Residence Combined
3. <u>8.0dB Loop</u>	3. Compared to AT&T Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	5. 15% 10% 6 months (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 10%
7. DSL and Line Splitting	7. 7.5%
8. Line Sharing and IDSL	8. 7.5%
9. EELS – DS0	9. 10%
10. EELS – DS1	10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:
Percentage of Trunk Blockage
Definition:
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from AT&T end office to CLEC end office and from AT&T tandem to CLEC end office.
Exclusions:
<ul style="list-style-type: none"> Excludes Weekends and Holidays CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. Blocking caused by unplanned load on a CLECs network AT&T is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from AT&T on the due date or CLEC has no facilities or equipment at CLEC end. CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by AT&T or in the timeframe specified in the InterConnection Agreement (ICA). If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by AT&T or in the time frame specified in the ICA. If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. If a CLEC's actual trunk usage as shown be AT&T from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.
The exclusions do not apply if AT&T fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.
Business Rules:
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.
Calculation:
Report Structure:

$\frac{\{(\text{Count of blocked calls} - \text{excluded blocked calls}) \div \text{total calls offered} - \{(\text{excluded blocked calls})\} * 100}{\}$	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> AT&T end office to CLEC end office AT&T tandem to end office trunk 	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
$\frac{(\text{Number of common transport trunk groups exceeding 2\%, 1\% blocking} \div \text{total common transport trunk groups}) * 100}{\}$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Common trunk groups where CLECs share ILEC trunks Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> 3% of AT&T common transport trunk groups not to exceed 2% blocking 3% of AT&T common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> Customer Caused Misses Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. 	
Business Rules:	
The Customer Desired Due Date or the 21 st business day after the interconnection trunk order is received by AT&T, whichever is greater, starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.	
The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).	
The Denominator will be completed orders plus held circuits.	
Calculation:	Report Structure:
$\frac{(\text{Count of trunk circuits held for greater than 30, 60 or 90 calendar days} \div \text{total trunk circuits}) * 100}{\}$	Reported by CLEC, all CLECs and AT&T by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Interconnection Trunks by 30, 60 and 90 days 	Parity with AT&T interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement
Percentage Missed Collocation Due Dates
Definition:
The percentage of AT&T caused missed due dates for collocation projects.
Exclusions:
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, AT&T- will exclude the job from reporting.
Business Rules:
<p>The clock starts when AT&T receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once AT&T provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies AT&T of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for AT&T to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by AT&T and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from AT&T notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by AT&T for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was</p>

late in performing said work items. Work items include but are not limited to:	
<ul style="list-style-type: none"> CLEC return to AT&T corrected and complete floor plan drawings. CLEC placement of required component(s). 	
If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, AT&T will bring these forward for discussion at the next 6-month review.	
Calculation:	Report Structure:
(count of number of AT&T caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and AT&T affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> New Augments Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)	95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow AT&T the opportunity to complete CHC/FDT LNP with Loop within the designated interval. Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. Excludes Non-Measured reports (CPE, Interexchange, and Informational). Reports for which the trouble is attributable to the AT&T network (unless AT&T had knowledge of the trouble prior to the due date). Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time AT&T begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by AT&T within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) Defined Batch Process Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
<ul style="list-style-type: none"> • Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX 	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when AT&T receives the application. The clock stops when AT&T responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T or receive back from AT&T order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.	
AT&T cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. AT&T will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:	
UNE-P UNE Loop DSL Capable Loops DSL with Line Sharing LNP only	
In this case, AT&T will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.	

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8
PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8	7
	9+	Negotiate
DS1	1 – 5	7

	6+	Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8	5
	9 – 16	7
	17 – 24	9
	25+	Negotiate
BRI - RES	1 – 8	10
	9+	Negotiate
- BUS	1 – 8	5
	9+	Negotiate
PRI	24 – 120	9
	121+	Negotiate
UNE-P ISDN	1 – 8	5
	9+	Negotiate
OCn	ALL	Negotiate

APPENDIX-PRICING (WISCONSIN)

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APPENDIX PRICING (WISCONSIN)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T WISCONSIN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

A

B

C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

- 1.9 AT&T WISCONSIN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T WISCONSIN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T WISCONSIN provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T WISCONSIN's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T WISCONSIN's current generic contract rate for the Product or Service set forth in AT&T WISCONSIN's applicable state-specific generic pricing schedule as published on AT&T WISCONSIN's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T WISCONSIN may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T WISCONSIN's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T WISCONSIN's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T WISCONSIN for that Product or Service and incorporated into AT&T WISCONSIN's current state-specific generic pricing schedule as published on AT&T WISCONSIN's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T WISCONSIN provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T WISCONSIN shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T WISCONSIN shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T WISCONSIN's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T WISCONSIN's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T WISCONSIN network, without any changes to AT&T WISCONSIN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T WISCONSIN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
	<u>NETWORK ELEMENTS</u>					
	<u>Loops</u>					
	2-Wire Analog - Rural (Access Area C)			U2HXC	\$ 16.02	See NRC Prices Below
	2-Wire Analog - Suburban (Access Area B)			U2HXB	\$ 13.33	See NRC Prices Below
	2-Wire Analog - Metro (Access Area A)			U2HXA	\$ 11.69	See NRC Prices Below
	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)			U2WXC	\$ 17.34	See NRC Prices Below
	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)			U2WXB	\$ 14.44	See NRC Prices Below
	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)			U2WXA	\$ 12.26	See NRC Prices Below
	2-Wire Ground Start, PBX - Rural (Access Area C)			U2JXC	\$ 17.34	See NRC Prices Below
	2-Wire Ground Start, PBX - Suburban (Access Area B)			U2JXB	\$ 14.44	See NRC Prices Below
	2-Wire Ground Start, PBX - Metro (Access Area A)			U2JXA	\$ 12.26	See NRC Prices Below
	2-Wire COPTS Coin - Rural (Access Area C)			U2CXC	\$ 17.73	See NRC Prices Below
	2-Wire COPTS Coin - Suburban (Access Area B)			U2CXB	\$ 14.80	See NRC Prices Below
	2-Wire COPTS Coin - Metro (Access Area A)			U2CXA	\$ 12.55	See NRC Prices Below
	2-Wire EKL - Rural (Access Area C)			U2KXC	\$ 21.17	See NRC Prices Below
	2-Wire EKL - Suburban (Access Area B)			U2KXB	\$ 17.99	See NRC Prices Below
	2-Wire EKL - Metro (Access Area A)			U2KXA	\$ 15.08	See NRC Prices Below
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Access Area C)			U4HXC	\$ 38.61	See NRC Prices Below
	4-Wire Analog - Suburban (Access Area B)			U4HXB	\$ 32.52	See NRC Prices Below
	4-Wire Analog - Metro (Access Area A)			U4HXA	\$ 27.37	See NRC Prices Below
	2-Wire Digital - Rural (Access Area C)			U2QXC	\$ 21.99	See NRC Prices Below
	2-Wire Digital - Suburban (Access Area B)			U2QXB	\$ 18.39	See NRC Prices Below
	2-Wire Digital - Metro (Access Area A)			U2QXA	\$ 15.55	See NRC Prices Below
	Service Coord. Fee per account, per CO			\$ 1.77		
	DS1 Loop - Rural (Access Area C)			4U1XC	\$ 52.82	See NRC Prices Below
	DS1 Loop - Suburban (Access Area B)			4U1XB	\$ 54.41	See NRC Prices Below
	DS1 Loop - Metro (Access Area A)			4U1XA	\$ 45.11	See NRC Prices Below
	DS3 Loop - Rural (Access Area C)			U4D3C	\$ 880.30	See NRC Prices Below
	DS3 Loop - Suburban (Access Area B)			U4D3B	\$ 853.21	See NRC Prices Below
	DS3 Loop - Metro (Access Area A)			U4D3A	\$ 742.82	See NRC Prices Below
	<u>DSL Capable Loops</u>					
	2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural			2SLA3	\$ 13.33	See NRC Prices Below
	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban			2SLA2	\$ 12.33	See NRC Prices Below
	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro			2SLA1	\$ 11.85	See NRC Prices Below
	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural			2SLC3	\$ 13.33	See NRC Prices Below
	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban			2SLC2	\$ 12.33	See NRC Prices Below
	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro			2SLC1	\$ 11.85	See NRC Prices Below
	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural			2SLB3	\$ 13.33	See NRC Prices Below
	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban			2SLB2	\$ 12.33	See NRC Prices Below
	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro			2SLB1	\$ 11.85	See NRC Prices Below
	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural			2SLD3	\$ 13.33	See NRC Prices Below
	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban			2SLD2	\$ 12.33	See NRC Prices Below
	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro			2SLD1	\$ 11.85	See NRC Prices Below
	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural			UWRA3	\$ 13.33	See NRC Prices Below
	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban			UWRA2	\$ 12.33	See NRC Prices Below
	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro			UWRA1	\$ 11.85	See NRC Prices Below
	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural			2SLF3	\$ 13.33	See NRC Prices Below
	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban			2SLF2	\$ 12.33	See NRC Prices Below
	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro			2SLF1	\$ 11.85	See NRC Prices Below
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural			4SL13	\$ 24.53	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban			4SL12	\$ 22.42	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro			4SL11	\$ 21.25	See NRC prices below
	<u>IDSL Capable Loop</u>					
	IDSL Loop Access Area C - Rural			UY5FC	\$ 21.99	See NRC Prices Below
	IDSL Loop Access Area B - Suburban			UY5FB	\$ 18.39	See NRC Prices Below
	IDSL Loop Access Area A - Metro			UY5FA	\$ 15.55	See NRC Prices Below
	Loop Qualification Process					
	Loop Qualification Process - Mechanized			NR98U	N/A	\$ 0.10 N/A
	Loop Qualification Process - Manual			NRBXU	N/A	\$ 26.12 N/A
	DSL Conditioning Options - >12KFT and < 17.5KFT*					
	Removal of Repeater Options			NRBXV	N/A	\$149.01 N/A
	Removal Bridged Tap Option			NRBXW	N/A	\$720.01 N/A
	Removal of Load Coil			NRBXZ	N/A	\$691.82 N/A

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT*					
		Removal of Repeater Options	NRBNL	N/A	\$145.82	N/A
		Removal Bridged Tap Option	NRBNK	N/A	\$344.90	N/A
		Removal of Load Coil	NRBNJ	N/A	\$582.38	N/A
	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP*					
		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	\$230.66	
		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$597.00	
		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	\$230.66	
		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A	\$230.66	
* IN Wisconsin only, if CLEC has incorporated the UNE Loop rates from PSCW Docket 6720-TI-187 into this Agreement, the non-recurring conditioning rates for Wisconsin set forth herein above shall be eliminated and AT&T Wisconsin shall cease to bill and collect for such rates.						
	Loop Non-Recurring Charges					
		Bus Service Order - Establish	SEPUP		\$ 0.07	
		Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
		Bus Service Order - Add/Change	REAH9		\$ 0.07	
		Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
		Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
		Bux Line Connection Add/Change	REAH5		\$ 30.64	
		Bus Record Work Only	NR9UP		\$ 0.04	
		Res Service Order - Establish	SEPUP		\$ 0.07	
		Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
		Res Service Order - Add/Change	REAH9		\$ 0.07	
		Res Line Connection	SEPUC		\$ 30.64	
		Res Line Connection - Disconnect	NR9OG		\$ 3.86	
		Res Line Connection Add/Change	REAH5		\$ 30.64	
		Res Record Work Only	NR9UP		\$ 0.04	
	DS1 Loop Non-Recurring Charges					
		Administrative Charge - per order	NR9OR		\$ 138.62	
		Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
		Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
		Customer Connection Charge per Termination	NR9OW		\$ 179.90	
	DS3 Loop Non-Recurring Charges					
		Administrative Charge - per order	NR9OY	N/A	\$ 83.66	N/A
		Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
		Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 587.70	N/A
		Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
		Customer Connection Charge per Termination	NR9O3	N/A	\$ 197.18	N/A
	SUB-LOOPS					
	ECS to SAI sub-loop					
		2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
		2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
		2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
		4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
		4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
		4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
		2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
		2 Wire DSL Compatible- area B	PENDING	\$ 1.20	See NRC prices below	
		2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
		4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
		4 Wire DSL Compatible- area B	PENDING	\$ 2.37	See NRC prices below	
		4 Wire DSL Compatible- area C	PENDING	\$ 2.29	See NRC prices below	
	ECS to Terminal sub-loop					
		2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
		2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
		2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
		4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
		4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	
		4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
		2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
		2 Wire DSL Compatible- area B	PENDING	\$ 6.05	See NRC prices below	
		2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
		4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
		4 Wire DSL Compatible- area B	PENDING	\$ 12.05	See NRC prices below	
		4 Wire DSL Compatible- area C	PENDING	\$ 19.54	See NRC prices below	
	ECS to NID sub-loop					
		2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
		2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
		2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
		4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
	4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below		
	4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below		
	2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below		
	2 Wire DSL Compatible- area B	PENDING	\$ 6.81	See NRC prices below		
	2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below		
	4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below		
	4 Wire DSL Compatible- area B	PENDING	\$ 13.56	See NRC prices below		
	4 Wire DSL Compatible- area C	PENDING	\$ 21.22	See NRC prices below		
	SAI to Terminal sub-loop					
	2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below		
	2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below		
	2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below		
	4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below		
	4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below		
	4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below		
	2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below		
	2 Wire DSL Compatible- area B	PENDING	\$ 5.83	See NRC prices below		
	2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below		
	4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below		
	4 Wire DSL Compatible- area B	PENDING	\$ 11.66	See NRC prices below		
	4 Wire DSL Compatible- area C	PENDING	\$ 19.29	See NRC prices below		
	SAI to NID sub-loop					
	2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below		
	2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below		
	2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below		
	4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below		
	4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below		
	4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below		
	2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below		
	2 Wire DSL Compatible- area B	PENDING	\$ 6.61	See NRC prices below		
	2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below		
	4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below		
	4 Wire DSL Compatible- area B	PENDING	\$ 13.16	See NRC prices below		
	4 Wire DSL Compatible- area C	PENDING	\$ 20.97	See NRC prices below		
	Terminal to NID sub-loop					
	2 Wire Analog - area A	PENDING	\$ 1.14	See NRC prices below		
	2 Wire Analog - area B	PENDING	\$ 1.15	See NRC prices below		
	2 Wire Analog - area C	PENDING	\$ 1.23	See NRC prices below		
	4 Wire Analog - area A	PENDING	\$ 2.25	See NRC prices below		
	4 Wire Analog - area B	PENDING	\$ 2.30	See NRC prices below		
	4 Wire Analog - area C	PENDING	\$ 2.47	See NRC prices below		
	2 Wire DSL Compatible - area A	PENDING	\$ 1.14	See NRC prices below		
	2 Wire DSL Compatible- area B	PENDING	\$ 1.15	See NRC prices below		
	2 Wire DSL Compatible - area C	PENDING	\$ 1.23	See NRC prices below		
	4 Wire DSL Compatible - area A	PENDING	\$ 2.25	See NRC prices below		
	4 Wire DSL Compatible- area B	PENDING	\$ 2.30	See NRC prices below		
	4 Wire DSL Compatible- area C	PENDING	\$ 2.47	See NRC prices below		
	NID sub-loop element					
	2 Wire Analog - area A	PENDING	TBD	See NRC prices below		
	2 Wire Analog - area B	PENDING	TBD	See NRC prices below		
	2 Wire Analog - area C	PENDING	TBD	See NRC prices below		
	4 Wire Analog - area A	PENDING	TBD	See NRC prices below		
	4 Wire Analog - area B	PENDING	TBD	See NRC prices below		
	4 Wire Analog - area C	PENDING	TBD	See NRC prices below		
	2 Wire DSL - area A	PENDING	TBD	See NRC prices below		
	2 Wire DSL - area B	PENDING	TBD	See NRC prices below		
	2 Wire DSL - area C	PENDING	TBD	See NRC prices below		
	4 Wire DSL - area A	PENDING	TBD	See NRC prices below		
	4 Wire DSL - area B	PENDING	TBD	See NRC prices below		
	4 Wire DSL - area C	PENDING	TBD	See NRC prices below		
	2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below		
	2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below		
	2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below		
	4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below		
	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below		
	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below		
	DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below		
	DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below		
	DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below		
	Sub-Loop Non-Recurring Charges					
	2-Wire Analog Sub-Loop	PENDING		\$ 137.70		
	2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
	4-Wire Analog Sub-Loop	PENDING		\$ 138.64		
	4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38		
	2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		

WISCONSIN		USOC		AT&T Recurring	AT&T Non Recurring	
Line				Monthly	Initial	Additional
		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36	
		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24	
		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96	
		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
		4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37	
		4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59	
		Service Order Charge				
		Establish, per occasion	PENDING		\$ 0.07	
		Establish, per occasion - Disconnect	PENDING		\$ 0.04	
		Add or change, per occasion	PENDING		\$ 0.07	
		Record Work Only	PENDING		\$ 0.04	
		Line Connection Charge				
		per occasion	PENDING		\$ 30.64	
		per occasion - Disconnect	PENDING		\$ 3.86	
		LST				
		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08	
		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25	
		LNP				
		Local Number Portability	NSR	\$0.00		
		Cross Connects				
		2-Wire	CXCT2	\$ 0.19	NA	NA
		4-Wire	CXCT4	\$ 0.38	NA	NA
		DS1/LT1	CXCDX	\$ 0.52	NA	NA
		DS3/LT3	CXC8X	\$ 0.96	NA	NA
		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89		
		Dedicated Transport				
		Interoffice Transport:				
		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49		
		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19		
		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33		
		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29		
		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33		
		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29		
		Multiplexing				
		DS1 to Voice Grade	QMVX1-X3	\$ 342.91		
		DS3 to DS1	QM3X1-X3	\$ 473.51		
		Dedicated Transport Cross Connects				
		DS1	CXCDX	\$ 0.52		
		DS3	CXCEX	\$ 0.96		
		Dark Fiber Interoffice				
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41		
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315		
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69		
		Inquiry (Per Request)				
		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17	
		FIRM ORDER (Per Fiber Strand)				
		Administrative per Order				
		Connect	NRB51		\$ 10.97	
		Disconnect	N49H2		\$ 12.73	
		Dark Fiber Interoffice Transport - NRC				
		Connect	NRB54		\$ 411.80	
		Disconnect	NR9H5		\$ 106.10	
		Dedicated Transport Optional Features & Functions				
		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$ 271.14	
		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		\$ 63.91	
		Dedicated Transport Installation & Rearrangement Charges				
		DS1 Administration Charge - Per Order	ORCMX	NA	\$ 93.93	NA
		Administrative Charge - Per Disconnect Order	TBD	NA	\$ 51.45	
		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 458.47	NA
		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	\$ 82.00	
		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 181.97	NA
		DS3 Administration Charge - Per Order	ORCMX	NA	\$ 88.25	NA
		Administrative Charge - Per Disconnect Order	TBD	NA	\$ 54.50	
		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 629.55	NA
		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	\$ 89.31	NA
		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 197.18	NA

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
	Routine Modifications					
	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
	Maintenance of Service Charge	VRP	NA	\$ 71.00	NA	
	OTHER					
	Directory Assistance					
	Facility-based DA					
	Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.40	NA	NA	
	National Directory Assistance (NDA), per call	OPEN	\$ 0.65			
	Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65			
	Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65			
	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA	
	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00		
	- per call	OPEN	\$ 0.03			
	Branding - Facility Based - Initial/Subsequent Load					
	- Branding, per trunk group	OPEN	NA	\$ 800.00	NA	
	Rate Reference - Initial Load	OPEN	NA	\$ 5,000.00	NA	
	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,500.00	NA	
	Operator Services					
	Fully Automated Call Processing, per call	OPEN	\$ 0.15	NA	NA	
	Operator Assisted Call Processing - All Types (Including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	NA	NA	
	DA Listings					
	DA Listing License					
	Option #1 Full File (all states inclusive) Non-billable Release (no query charges)					
	- per listing for initial load	OPEN	NA	\$ 0.040	NA	
	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
	Option #2 Full File (all states inclusive) Billable Release					
	- per listing for initial load	OPEN	NA	\$ 0.020	NA	
	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
	- per usage/query	OPEN	NA	\$ 0.020	NA	
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
	- per listing for initial load	OPEN	NA	\$ 0.050	NA	
	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
	Option #4 Pick & Choose (by state) Billable Release					
	- per listing for initial load	OPEN	NA	\$ 0.020	NA	
	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
	- per usage/query	OPEN	NA	\$ 0.020	NA	
	Operator Services					
	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA		
	Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA		
	Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65	NA		
	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA		
	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA	
	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA	
	Branding - Other - Initial/Subsequent Load	OPEN		1,800.00		
	- per call	OPEN	\$ 0.30			
	Branding - Facility Based - Initial/Subsequent Load					
	- per trunk group	OPEN	NA	\$ 800.00	NA	
	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 5,000.00	NA	
	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,500.00	NA	
	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA	
	Structure Access - Poles & Ducts					
	Poles (\$/attachment/yr.)* ##		Annually	\$ 2.50		
	Per Foot Conduit Occupancy Fees ##					
	Full Duct (\$/ft/yr.)		\$ 0.96			
	Half Duct (\$/ft/yr)		\$ 0.48			
	Application fee	OPEN		\$ 200.00		
	Unauthorized Attachment Fee			\$500 per Pole		

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
	Unauthorized Occupancy Fee			\$50 per Conduit Foot		
	* For(1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
	## 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 CLEC no later than November 1st for the succeeding year.					
	Emergency Number Service Access					
	911 Selective Router Interconnection					
	- Digital DS1 Interface		333.02	\$ 1,231.58		
	-Each DSO installed	OPEN	NA	\$ 642.28		
	-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59		
	ANI/ALI/SR and Database Management					
	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78		
	-Access Routing File (CD-ROM)	OPEN	\$ 23.39			
	911 Selective Router Switch Administration					
	-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07		
	Daily Usage Feed(DUF),per message	USAGE	\$ 0.000531			
	INTERCARRIER COMPENSATION					
	Long-Term Local Bill and Keep Arrangements for "In-Balance"Section 251(b)(5) Traffic and ISP-Bound Traffic					
	End Office Local Termination					
	Set up charge, per call	USAGE	\$0.00			
	Duration charge, per MOU	USAGE	\$0.00			
	Tandem Switching					
	Set up charge, per call	USAGE	\$0.00			
	Duration charge, per MOU	USAGE	\$0.00			
	Tandem Transport Termination					
	Set up charge, per call	USAGE	\$0.00			
	Duration charge, per MOU	USAGE	\$0.00			
	Tandem Transport Facility Mileage, per MOU per mile					
	Set up charge, per mile	USAGE	\$0.00			
	Duration charge, per MOU per mile	USAGE	\$0.00			
	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		\$ 0.0007			
	RESALE					
	BUSINESS					
	LOCAL EXCHANGE SERVICE					
	Business 1 Party	RESALE	17.50%	27.50%		
	Business - Measured	RESALE	17.50%	27.50%		
	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%		
	EXPANDED LOCAL CALLING					
	Extended Area Service	RESALE	20.00%	20.00%		
	VERTICAL SERVICES					
	Anonymous Call Rejection	RESALE	25.00%	25.00%		
	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%		
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%		
	Call Blocker	RESALE	25.00%	25.00%		
	Call Forwarding	RESALE	25.00%	25.00%		
	Call Forwarding - Busy Line	RESALE	25.00%	25.00%		
	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%		
	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%		
	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%		
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%		

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
	Call Trace	RESALE	25.00%	25.00%		
	Call Waiting	RESALE	25.00%	25.00%		
	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%		
	Caller ID (Calling Number)	RESALE	25.00%	25.00%		
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%		
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%		
	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%		
	Selective Call Forwarding	RESALE	0.00%	0.00%		
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%		
	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%		
	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%		
	RCF, Intrastate	RESALE	25.00%	25.00%		
	RCF, Interstate, International	RESALE	25.00%	25.00%		
	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%		
	RCF to 800	RESALE	25.00%	25.00%		
	RCF Additional	RESALE	25.00%	25.00%		
	Speed Calling 8	RESALE	25.00%	25.00%		
	Speed Calling 30	RESALE	25.00%	25.00%		
	Three Way Calling	RESALE	25.00%	25.00%		
	Call Screening	RESALE	25.00%	25.00%		
	Busy Line Transfer	RESALE	25.00%	25.00%		
	Alternate Answer	RESALE	25.00%	25.00%		
	Message Waiting - Tone	RESALE	25.00%	25.00%		
	Easy Call	RESALE	25.00%	25.00%		
	Prime Number Service	RESALE	25.00%	25.00%		
	AT&T Wisconsin Privacy Manager	RESALE	25.00%	25.00%		
	Name and Number Delivery Service	RESALE	25.00%	25.00%		
	DID					
	DID	RESALE	15.00%	15.00%		
	TRUNKS					
	Trunk	RESALE	17.50%	17.50%		
	AIN					
	Area Wide Networking	RESALE	25.00%	25.00%		
	AT&T Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%		
	AT&T Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%		
	OTHER					
	Grandfathered Services	RESALE	0.00%	0.00%		
	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%		
	TouchTone (Business)	RESALE	25.00%	25.00%		
	TouchTone (Trunk)	RESALE	25.00%	25.00%		
	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
	976 (976 Information Delivery Service)	RESALE	0%	0%		
	Access Services (See Access Tariff)	RESALE	0%	0%		
	Additional Directory Listings	RESALE	15.00%	15.00%		
	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%		
	Connection Services	RESALE	25.00%	25.00%		
	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
	Shared Tenant Service	RESALE	0%	0%		
	Data Services					
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%		
	PBX Trunks	RESALE	8.00%	8.00%		
	Mult-Service Optical Network (MON)	RESALE	8.00%	8.00%		
	OCn-PTP	RESALE	8.00%	8.00%		
	ADTS-E	RESALE	8.00%	8.00%		
	DS0	RESALE	8.00%	8.00%		
	DS1	RESALE	8.00%	8.00%		
	DS3	RESALE	8.00%	8.00%		
	ISDN					
	ISDN	RESALE	9.70%	9.70%		
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services	RESALE	15.00%	15.00%		
	Local Operator Assistance Service	RESALE	15.00%	15.00%		
	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA		
	TOLL					
	TOLL	RESALE	25.00%	25.00%		
	OPTIONAL TOLL CALLING PLANS					
	Optional Toll Calling Plans	RESALE	25.00%	25.00%		

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
	CENTREX (PLEXAR)					
	AT&T Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%		
	AT&T Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%		
	PRIVATE LINE					
	Analog Private Lines	RESALE	8.00%	8.00%		
	Private Line Channel Services	RESALE	8.00%	8.00%		
	RESIDENCE					
	LOCAL EXCHANGE SERVICE					
	Life Line	RESALE	0.00%	0.00%		
	Residence 1 Party	RESALE	14.50%	25.00%		
	Residence Measured	RESALE	14.50%	25.00%		
	EXPANDED LOCAL CALLING					
	Extended Area Service	RESALE	17.50%	17.50%		
	VERTICAL SERVICES					
	Anonymous Call Rejection	RESALE	23.00%	23.00%		
	Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%		
	Call Blocker	RESALE	23.00%	23.00%		
	Call Forwarding	RESALE	23.00%	23.00%		
	Call Forwarding - Busy Line	RESALE	23.00%	23.00%		
	Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%		
	Call Forwarding - Don't Answer	RESALE	23.00%	23.00%		
	Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%		
	Call Trace	RESALE	23.00%	23.00%		
	Call Waiting	RESALE	23.00%	23.00%		
	Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%		
	Caller ID (Calling Number)	RESALE	23.00%	23.00%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num)	RESALE	23.00%	23.00%		
	Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%		
	RCF, Interstate, Interexchange	RESALE	23.00%	23.00%		
	RCF, Intrastate	RESALE	23.00%	23.00%		
	RCF, Interstate, International	RESALE	23.00%	23.00%		
	RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%		
	RCF to 800	RESALE	23.00%	23.00%		
	RCF Additional	RESALE	23.00%	23.00%		
	Selective Call Forwarding	RESALE	23.00%	23.00%		
	Speed Calling 8	RESALE	23.00%	23.00%		
	Three Way Calling	RESALE	23.00%	23.00%		
	Call Screening	RESALE	23.00%	23.00%		
	Busy Line Transfer	RESALE	23.00%	23.00%		
	Alternate Answer	RESALE	23.00%	23.00%		
	Message Waiting - Tone	RESALE	23.00%	23.00%		
	Easy Call	RESALE	23.00%	23.00%		
	AT&T Wisconsin Privacy Manager	RESALE	23.00%	23.00%		
	Name and Number Delivery Service	RESALE	23.00%	23.00%		
	ISDN					
	ISDN	RESALE	9.70%	9.70%		
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services	RESALE	15.00%	15.00%		
	Local Operator Assistance Service	RESALE	15.00%	15.00%		
	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA		
	OTHER					
	Grandfathered Services	RESALE	0.00%	0.00%		
	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%		
	TouchTone	RESALE	23.00%	23.00%		
	Home Services Packages	RESALE	23.00%	23.00%		
	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
	976 (976 Information Delivery Service)	RESALE	0%	0%		
	Access Services (See Access Tariff)	RESALE	0%	0%		
	Additional Directory Listings	RESALE	15.00%	15.00%		
	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%		
	Connection Services	RESALE	25.00%	25.00%		
	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
	Shared Tenant Service	RESALE	0%	0%		
	Restoral of Service Charge			Tariff 20 Part 22 Section 2		

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
	TOLL					
	Toll		RESALE	21.50%	21.50%	
	Electronic Billing Information Data (daily usage)		RESALE	\$ 0.000531		
	per message		USAGE			
	Line Connection Charge					
	Residence		RESALE	Tariff 20 Part 22 Section 2		
	Business		RESALE	Tariff 20 Part 22 Section 2		
	Service Order/Service Request Charge					
	Residence		RESALE	Tariff 20 Part 22 Section 2		
	Business		RESALE	Tariff 20 Part 22 Section 2		
	Non-Electronic (Manual) Service Order Charge					
	Residence		RESALE	Tariff 20 Part 22 Section 2		
	Business		RESALE	Tariff 20 Part 22 Section 2		
	The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item,for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16IDLC conversion charge will be added to the new unbundled loop rates.					
	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.					

AT&T WISCONSIN
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T WISCONSIN will report performance to YMax Communications Corp. (CLEC) and compare that performance to AT&T WISCONSIN's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 AT&T WISCONSIN agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T WISCONSIN Performance Measurement User Guide. AT&T WISCONSIN will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. AT&T WISCONSIN further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 AT&T WISCONSIN will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T WISCONSIN on or before the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T WISCONSIN after the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 AT&T WISCONSIN will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T WISCONSIN retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T WISCONSIN agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T WISCONSIN retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T WISCONSIN retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T WISCONSIN's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both AT&T WISCONSIN and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

AT&T WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$
 $\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to AT&T WISCONSIN performance and for which the number of data points are 29 or less for either the CLEC or AT&T WISCONSIN, AT&T WISCONSIN will apply the following alternatives for compliance.

- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

AT&T WISCONSIN applies the Z-Test as described in section 3.0.

- 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 AT&T WISCONSIN and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

AT&T WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 AT&T WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 AT&T WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by AT&T WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and AT&T WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by AT&T WISCONSIN of the self-identification form posted on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first

- full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. AT&T WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T WISCONSIN have signed.
- 5.5 AT&T WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), AT&T WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 AT&T WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, AT&T WISCONSIN and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T WISCONSIN's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T WISCONSIN's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T WISCONSIN's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that AT&T WISCONSIN's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by AT&T WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T WISCONSIN has met or continues to meet the requirements of section 271 of the Act.
- 6.3 AT&T WISCONSIN shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with AT&T WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to

capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

- 6.5 CLEC and AT&T WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, AT&T WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. AT&T WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 AT&T WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by AT&T WISCONSIN and approved by the Commission will conduct these audits at AT&T WISCONSIN's expense.

7.0 Exclusions Limited

- 7.1 AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless AT&T WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. AT&T WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends AT&T WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, AT&T WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where AT&T WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T WISCONSIN shall pay one-half of the Tier 1 remedies to the

CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T WISCONSIN prevails. If AT&T WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. AT&T WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

- 7.4 AT&T WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by AT&T WISCONSIN under all AT&T WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all AT&T WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but AT&T WISCONSIN has paid less than that amount due to the monthly threshold, AT&T WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, AT&T WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever AT&T WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then AT&T WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, AT&T WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. AT&T WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. AT&T WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If AT&T WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that AT&T WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why AT&T WISCONSIN should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 AT&T WISCONSIN's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T WISCONSIN for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 AT&T WISCONSIN will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, AT&T WISCONSIN or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when AT&T WISCONSIN delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which AT&T WISCONSIN has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T WISCONSIN met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance AT&T WISCONSIN provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require AT&T WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if AT&T WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7 During this “proof of compliance” period, AT&T WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T WISCONSIN provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 AT&T WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, AT&T WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that AT&T WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, AT&T WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All

underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that AT&T WISCONSIN overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 AT&T WISCONSIN shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes AT&T WISCONSIN for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, AT&T WISCONSIN will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000

IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when AT&T WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the

benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.
- 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:
- 10.1 If AT&T WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If AT&T WISCONSIN alters previously reported data for a CLEC, and after discussions with AT&T WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When AT&T WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T WISCONSIN performance through March is such that AT&T WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T WISCONSIN fails to pay the required amount, AT&T WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 AT&T WISCONSIN may not withhold payment of liquidated damages to a CLEC unless AT&T WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T WISCONSIN.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T WISCONSIN reports performance that meets the applicable criterion.

That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the

applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – AT&T WISCONSIN Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, AT&T WISCONSIN will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent AT&T WISCONSIN Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for AT&T WISCONSIN Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if AT&T WISCONSIN fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where AT&T WISCONSIN has failed to provide parity or benchmark performance for 3 consecutive months. If AT&T WISCONSIN fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same

time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then AT&T WISCONSIN shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

- Appendix 1: AT&T WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the AT&T WISCONSIN Performance Measurement website)
- Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
- Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – AT&T WISCONSIN Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

ATTACHMENT A**Minimum Levels of Service:**

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, **Wisconsin Bell, Inc. d/b/a AT&T Wisconsin** will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and **Wisconsin Bell, Inc. d/b/a AT&T Wisconsin** will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P- Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA, AT&T TEXAS,
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
YMAX COMMUNICATIONS CORP.**

The Interconnection Agreement ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") and YMAX Communications Corp. ("CLEC") is hereby amended as follows:

- (1) Section 5.7.1 of the Appendix ITR is replaced in its entirety and will now read as follows:

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

- (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 AND IN FULL FORCE AND EFFECT.
- (4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (5) This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California, the Illinois Commerce Commission, the Indiana Utilities Regulatory Commission, the Kansas Corporation Commission, the Michigan Public Service Commission, the Missouri Public Service Commission, the Public Utilities Commission of Nevada, the Public Utilities Commission of Ohio, the Oklahoma Corporation

commission, the Public Utility Commission of Texas and the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission. This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. Based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18th day of June, 2007, by AT&T, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

YMax Communications Corp.

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a
AT&T Indiana, Michigan Bell Telephone Company d/b/a
AT&T Michigan, Nevada Bell Telephone Company d/b/a
AT&T Nevada, The Ohio Bell Telephone Company d/b/a
AT&T Ohio, Pacific Bell Telephone Company d/b/a
AT&T California, Southwestern Bell Telephone, L.P.
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 Operations, Inc., its
authorized agent

* Signature: 

Name: DONALD A. BURNS
(Print or Type)

Title: CEO
(Print or Type)

Date: June 15, 2007

Signature: 

Name: Mike Auinbaub
(Print or Type)

Title: AVP-Project & Service Management
(Print or Type)

Date: JUN 18 2007

	<u>OCN #</u>	<u>ACNA</u>
ARKANSAS		
CALIFORNIA	258E	YMX
ILLINOIS	259E	YMX
INDIANA		
KANSAS		
MICHIGAN	260E	YMX

	<u>OCN #</u>	<u>ACNA</u>
MISSOURI		
NEVADA		
OHIO	261E	YMX
OKLAHOMA		
TEXAS	327E	YMX
WISCONSIN		

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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

YMAX COMMUNICATIONS CORP.



Signature: eSigned - Mark PavolName: eSigned - Mark Pavol
(Print or Type)Title: Carrier Manager
(Print or Type)Date: 03 Oct 2016**YMax Communications Corp.**Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 06 Oct 2016

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, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	348E
ARKANSAS	349E
CALIFORNIA	258E
FLORIDA	594D
GEORGIA	321E
ILLINOIS	259E
INDIANA	352E
KANSAS	354E
KENTUCKY	355E
LOUISIANA	586E
MICHIGAN	260E
MISSISSIPPI	356E
MISSOURI	323E
NEVADA	324E

NORTH CAROLINA	360E
OHIO	261E
OKLAHOMA	362E
SOUTH CAROLINA	364E
TENNESSEE	284E
TEXAS	327E
WISCONSIN	369E

Description	ACNA Code(s)
ACNA(s)	YMX

**AMENDMENT TO THE AGREEMENT
BETWEEN
YMAX COMMUNICATIONS CORP.
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; 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 Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within 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. **Forbearance**
 - 3.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
4. **Customer Information Services (CIS)**
 - 4.1. With the exception of 4.3 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.
 - 4.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

4.3. **Add the following provisions to the Attachment or Appendix for Resale**

- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

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.

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.

5. 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 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 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	Mark Pavol Carrier Manager
STREET ADDRESS	270 S Main Street, 1st Floor
CITY, STATE, ZIP CODE	Flemington, NJ 08822
PHONE NUMBER*	908.806.4479
FACSIMILE NUMBER	908.806.3678
EMAIL ADDRESS	mark@x2comm.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 with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.7 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. 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 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.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. 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.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (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 ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	YMax Communications Corp.	INTERCONNECTION	7/11/06
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	YMax Communications Corp.	INTERCONNECTION	9/22/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	YMax Communications Corp.	INTERCONNECTION	9/17/06
BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast	YMax Communications Corp.	INTERCONNECTION	5/10/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	YMax Communications Corp.	INTERCONNECTION	10/12/06
Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale	YMax Communications Corp.	INTERCONNECTION	9/26/06
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	YMax Communications Corp.	INTERCONNECTION	8/24/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	YMax Communications Corp.	INTERCONNECTION	7/24/06
BellSouth Telecommunications, LLC dba AT&T Kentucky and AT&T Southeast	YMax Communications Corp.	INTERCONNECTION	6/15/06
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	YMax Communications Corp.	INTERCONNECTION	3/1/07

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	YMax Communications Corp.	INTERCONNECTION	7/25/06
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	YMax Communications Corp.	INTERCONNECTION	9/22/06
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	YMax Communications Corp.	INTERCONNECTION	10/24/06
Nevada Bell Telephone Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	YMax Communications Corp.	INTERCONNECTION	9/20/06
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	YMax Communications Corp.	INTERCONNECTION	12/21/06
The Ohio Bell Telephone Company d/b/a AT&T OHIO	YMax Communications Corp.	INTERCONNECTION	10/10/06
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	YMax Communications Corp.	INTERCONNECTION	11/7/06
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	YMax Communications Corp.	INTERCONNECTION	2/13/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	YMax Communications Corp.	INTERCONNECTION	12/4/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	YMax Communications Corp.	INTERCONNECTION	8/7/06
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	YMax Communications Corp.	INTERCONNECTION	7/28/06

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches; or
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
 - 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
 - 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
 - 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
 - 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
 - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 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.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 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.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
 - 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
 - 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
 - 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
 - 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS

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	AL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				NA	\$ 0.0585	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$ 0.0585	NA	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub				\$ 2.10	NA	NA	per listing
6	AR	DIRECTORY LISTING PRODUCT	Emergency Message Service					NA	NA	
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP6X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP9X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	DAL					NA	NA	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			call attempt
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$800.00	NA	
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA		per work second
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for subsequent updates				\$0.06		NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				21.46%	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				21.46%	NA		discount
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Business Category Search (BCS) / where applicable, per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Directory Assistance Call Completion (DACC), per call				\$0.15	NA		per call
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA	\$1,800.00		per switch, per OCN
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Brand and Reference/Rate Look Up, per call				\$0.03	NA		per OS/DA call
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	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, 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			

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUO8		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$ 0.0585	NA	NA	per listing
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$ 0.0585	NA	NA	per listing
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				\$ 2.60	NA	NA	per listing
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	LA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00	\$800.00	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				\$2.10	NA	NA	per listing
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MS	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NV	DIRECTORY ASSISTANCE	Directory Assistance, per call				\$0.40	NA		call
6	NV	DIRECTORY ASSISTANCE	National Directory Assistance (NDA), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Business Category Search (BCS), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Express Call Completion / Directory Assistance Call Completion, per call				0.15	NA		call
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - per listing for Initial load					\$ 0.086615		per listing
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - per listing for subsequent updates				\$ 0.086615	NA		per listing
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - Lata-Wide Call Completion - Rate per MOU for each completed ECCS call				\$ 0.0120	NA		MOU
6	NV	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per DA call				\$0.03	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Brand and Reference/Rate Look Up, per OS/DA call				\$0.03	NA		per call
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				0.15	NA		call
6	NV	OPERATOR CALL PROCESSING	Operator Assisted Call processing - All Types, per work second				\$0.03	NA		work second

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00		Per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00		

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Initial Load, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Update, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub							
6	OK	DIRECTORY LISTING PRODUCT	Emergency Message Service				\$2.10	NA	NA	per listing
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	SC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

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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	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				\$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / if applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN					\$ 1,800.00		
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding Per call	XPU	OPEN		\$ 0.03			per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load per call	XPU	OPEN		\$ 0.03	\$ 1,800.00		
6	WI	OPERATOR CALL PROCESSING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					\$ 800.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load					\$ 1,500.00		
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND
AT&T WHOLESAL, 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

YMAX COMMUNICATIONS CORP.



Signature: eSigned - Mark PavolName: eSigned - Mark Pavol
(Print or Type)Title: Carrier Manager
(Print or Type)Date: 15 Mar 2017**YMax Communications Corp.**Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 15 Mar 2017

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS,
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, 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

**AMENDMENT TO THE AGREEMENT
BETWEEN
YMAX COMMUNICATIONS CORP.
AND**

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, 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, 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 ("AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN") and YMax Communications Corp. ("CLEC"). AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **PERCENT LOCAL USAGE FACTORS**
 - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
 - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
 - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

6. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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

YMAX COMMUNICATIONS CORP.



Signature: eSigned - Mark PavolName: eSigned - Mark Pavol
(Print or Type)Title: Director of carrier
(Print or Type)Date: 23 Mar 2018**YMax Communications Corp.**Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 23 Mar 2018

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, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	348E
ARKANSAS	349E
CALIFORNIA	258E
FLORIDA	594D
GEORGIA	321E
ILLINOIS	259E
INDIANA	352E
KANSAS	354E
KENTUCKY	355E
LOUISIANA	586E
MICHIGAN	260E
MISSISSIPPI	356E
MISSOURI	323E
NEVADA	324E

NORTH CAROLINA	360E
OHIO	261E
OKLAHOMA	362E
SOUTH CAROLINA	364E
TENNESSEE	284E
TEXAS	327E
WISCONSIN	369E

Description	ACNA Code(s)
ACNA(s)	YMX

**AMENDMENT TO THE AGREEMENT
BETWEEN
YMAX COMMUNICATIONS CORP.
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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

This amendment ("Amendment") amends the Interconnection Agreement by and between AT&T and CLEC as shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (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 (“AT&T”)	CLEC Legal Name (“YMax”)	Contract Type	Approval Date / Last Party Signed Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	YMax Communications Corp.	Interconnection	7/11/06
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	YMax Communications Corp.	Interconnection	9/22/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	YMax Communications Corp.	Interconnection	9/7/06
BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast	YMax Communications Corp.	Interconnection	5/10/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	YMax Communications Corp.	Interconnection	10/12/06
Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale	YMax Communications Corp.	Interconnection	9/26/06
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	YMax Communications Corp.	Interconnection	8/24/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	YMax Communications Corp.	Interconnection	7/24/06
BellSouth Telecommunications, LLC dba AT&T Kentucky and AT&T Southeast	YMax Communications Corp.	Interconnection	6/15/06
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	YMax Communications Corp.	Interconnection	3/1/07
Michigan Bell Telephone Company d/b/a	YMax Communications Corp.	Interconnection	7/25/06

AT&T MICHIGAN			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	YMax Communications Corp.	Interconnection	9/22/06
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	YMax Communications Corp.	Interconnection	10/24/06
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	YMax Communications Corp.	Interconnection	9/20/06
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	YMax Communications Corp.	Interconnection	12/21/06
The Ohio Bell Telephone Company d/b/a AT&T OHIO	YMax Communications Corp.	Interconnection	10/10/06
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	YMax Communications Corp.	Interconnection	11/7/06
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	YMax Communications Corp.	Interconnection	2/13/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	YMax Communications Corp.	Interconnection	12/4/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	YMax Communications Corp.	Interconnection	8/7/06
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	YMax Communications Corp.	Interconnection	7/28/06

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		ZZUR2		\$0.00			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

Pricing Sheet
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

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

YMAX COMMUNICATIONS CORP.

Signature: eSigned - Mark PavolSignature: eSigned - Kristen ShoreName: eSigned - Mark Pavol
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: Carrier Manager
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 29 Mar 2021Date: 29 Mar 2021

YMax Communications Corp.

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
YMAX COMMUNICATIONS CORP.
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, 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

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A,

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit B to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and

Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or

- ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 2 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 3 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.

- b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 4 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 5 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
12. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
13. 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.
14. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
15. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT

SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

16. 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.
17. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (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 (“AT&T”)	CLEC Name	State	Contract Type	Approved Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	YMax Communications Corp.	AL	Interconnection	7/11/2006
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	YMax Communications Corp.	AR	Interconnection	9/22/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	YMax Communications Corp.	CA	Interconnection	9/7/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	YMax Communications Corp.	FL	Interconnection	5/10/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	YMax Communications Corp.	GA	Interconnection	10/12/2006
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)	YMax Communications Corp.	IL	Interconnection	9/26/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	YMax Communications Corp.	IN	Interconnection	8/24/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	YMax Communications Corp.	KS	Interconnection	7/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	YMax Communications Corp.	KY	Interconnection	6/15/2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	YMax Communications Corp.	LA	Interconnection	3/1/2007
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	YMax Communications Corp.	MI	Interconnection	7/25/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	YMax Communications Corp.	MO	Interconnection	9/22/2006

BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	YMax Communications Corp.	MS	Interconnection	10/24/2006
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	YMax Communications Corp.	NC	Interconnection	12/21/2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	YMax Communications Corp.	NV	Interconnection	9/20/2006
The Ohio Bell Telephone Company d/b/a AT&T Ohio	YMax Communications Corp.	OH	Interconnection	10/10/2006
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	YMax Communications Corp.	OK	Interconnection	11/7/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	YMax Communications Corp.	SC	Interconnection	2/13/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	YMax Communications Corp.	TN	Interconnection	12/4/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	YMax Communications Corp.	TX	Interconnection	8/7/2006
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	YMax Communications Corp.	WI	Interconnection	7/28/2006

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESР	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXC DX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXC EX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCBA	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBF	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1 , Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAS	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Subsequent Order	EE7JX, EE7KX, EE7LX	NKCAT	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAU	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR manual, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAV	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCB A	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB B	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB C	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB D	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB E	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB F	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB G	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB H	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB J	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB K	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCBL	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCBM	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCBN	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS I to Voice, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX	NKCBT	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX	NKCBU	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, Install	EE7MX	NKCBV	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, Collocated, Add'l, Disconnect	EE7MX	NKCBW	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
KY	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4 [DISCONNECT]	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4 [DISCONNECT]	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
MS	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE71+, EE70+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE71+, EE70+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 1			1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 2			2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 3			3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 1	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 2	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 3	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	CCDSO	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AEE1S	
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 4-wire		C2CB4	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 1	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 2	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 3	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 1		UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 2		UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 3		UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 1	B1L++, R1L++, LK1, L56++, L2DC	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 2	B1L++, R1L++, LK1, L56++, L2DC	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 3	B1L++, R1L++, LK1, L56++, L2DC	UXRA5	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 1	BDL++	UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 2	BDL++	UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 3	BDL++	UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX15	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1S	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3S	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX18	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (CESAR/LEX - Simple)			

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - DS3 to Collocation - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - D366DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HDX	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES L	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�)	UEA	SOMAN	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

EXHIBIT B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	SOMAN	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 **INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 **GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
 - (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.