

EXECUTION COPY

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement") is executed this ___ day of July 1996 (the "Execution Date") by and between Time Warner Communications of Indiana, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 250 East 96th Street, Suite 580, Indianapolis, Indiana, 46240 (ATWC≅) and Ameritech Information Industry Services, a division of Ameritech Services, Inc, a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654, on behalf of Indiana Bell Telephone Company, Inc. d/b/a Ameritech Indiana (AAmeritech≅).

RECITALS AND PRINCIPLES

A. Ameritech is an Incumbent Local Exchange Carrier and Bell Operating Company, as defined by the Act, authorized to provide certain telecommunications services within the Territory.

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

C. TWC has been granted authority to provide local Telephone Exchange Service within the Territory and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, promote the policies contained in the Act and Indiana statutes, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

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

**ARTICLE I
DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Article I and as defined elsewhere within this Agreement. In addition, Parties acknowledge that certain terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

- I.1 **Act** means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996.
- I.2 **Affiliate** is As Defined in the Act.
- I.3 **Agreement for Switched Access Meet Point Billing** means the Agreement for Switched Access Meet Point Billing dated as of the Execution Date by and between the Parties.
- I.4 **As Defined in the Act** means as specifically defined by the Act.
- I.5 **As Described in the Act** means as described in or required by the Act.
- I.6 **Automated Report Management Information System (ARMIS)** means the most current ARMIS 4308 Report issued by the FCC.
- I.7 **Bellcore** means Bell Communications Research, Inc.
- I.8 **Billing Number** means the number to which charges for a call are billable.
- I.9 **BLV/BLVI Traffic** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.
- I.10 **Calling Party Number** or **ACPN** means a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- I.11 **Carrier Identification Code or ACIC** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.
- I.12 **Central Office Switch** or **Central Office** or **ACO** means a switching entity within the public switched telecommunications network, including but not limited to:
- a. End Office Switches which are Class 5 switches from which Customer Telephone Exchange Services are directly connected and offered; and
 - b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.
- A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- I.13 **Centralized Message Distribution System** or **ACMDS** means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs)

and other ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (ACAB≅) records.

I.14 **ACollocation≅** means an arrangement whereby one Party=s (the ACollocating Party≅) facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the AHousing Party≅) for purposes of Collocation. The Apremises≅ of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the right of occupancy or control. In APhysical Collocation≅, the Collocating Party has a dedicated area within a Central Office in which the Collocating Party installs and maintains its own equipment with access 24 hours a day, 7 days a week. In Virtual Collocation, the Housing Party maintains the Collocating Party=s Equipment in the Housing Party=s Premises.

I.15 **ACommission≅** means the Indiana Utility Regulatory Commission or any successor state administrative agency to which the United States Congress or the Indiana legislature has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or Indiana statute.

I.16 **ACommittee≅** means the Performance, Forecast, Planning and Standards Committee as described in Section 35.3.

I.17 **ACommon Channel Signaling Interoffice≅** or **ACCIS≅** means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

I.18 **AControl Office≅** means an exchange carrier center or office designated as its single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

I.19 **ACross Connection≅** means a connection provided pursuant to Collocation at a suitable frame or panel between (i) the Collocating Party=s equipment and (ii) the equipment or facilities of the Housing Party.

I.20 **ACustomer≅** means a third-party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

I.21 **ACustomer Local Area Signaling Services≅** or **ACLASS≅** means features available to Customers based on the availability of CCIS. Class features include, but are not necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

I.22 **ADialing Parity≅** is As Defined in the Act.

I.23 **ADigital Service - Level 0**≅ or **ADS-0**≅ means the 64 kilobits per second (Akbps≅) level in the time-division multiplex hierarchy.

I.24 **ADigital Service - Level 1**≅ or **ADS-1**≅ means a digital signal rate of 1.544 Megabits Per Second (AMbps≅).

I.25 **ADigital Service - Level 3**≅ or **ADS-3**≅ means a digital signal rate of 44.736 Mbps.

I.26 **AElectronic File Transfer**≅ means any system/process which utilizes an electronic format and protocol to send/receive data files.

I.27 **AExchange Access**≅ is As Defined in the Act.

I.28 **AExchange Area**≅ means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

I.29 **AFCC**≅ means the Federal Communications Commission.

I.30 **AFiber-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.

I.31 **AFeature Group A**≅ or **AFGA**≅ means the FGA Access, which is available to all Customers, provides line side access to Telephone Company End Office Switches with an associated seven digit local telephone number for the Customer's use in originating and terminating Telecommunications to an IXC.

I.32 **AFeature Group B**≅ or **AFGB**≅ means the FGB Access, which is available to all Customers, except for the termination of originating calls placed over FGD by an IXC, provides trunk side access to Telephone Company End Office Switches with an associate uniform 950-0XXX or 950-1XXX access code for the Customer's use in originating and terminating Telecommunications to an IXC.

I.33 **AFeature Group D**≅ or **AFGD**≅ means the FGD Access, which is available to all Customers, provides trunk side access to Telephone Company End Office Switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900 Exchange Access calls. FGD Access may be used to originate 950-XXXX calls where the Customer has elected the FGD with 950 access feature.

I.34 **AIncumbent Local Exchange Carrier**≅ or **AILEC**≅ is As Defined in the Act.

I.35 **Information Service Traffic**≅ means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

I.36 **Interconnection**≅ is As Described in the Act.

I.37 **Interexchange Carrier**A or **AIXC**≅ means a Telecommunications Service provider authorized by the FCC to provide interstate and/or intrastate long distance communications services between LATAs.

I.38 **Interim Telecommunications Number Portability**≅ or **AINP**≅ is As Described in the Act.

I.39 **InterLATA**≅ is As Defined in the Act.

I.40 **Integrated Services Digital Network**≅ or **AISDN**≅ means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

I.41 **IntraLATA Toll Traffic**≅ means all intraLATA calls other than Local Traffic calls.

I.42 **Local Access and Transport Area**≅ or **ALATA**≅ is As Defined in the Act.

I.43 **Local Exchange Carrier**≅ or **ALEC**≅ is As Defined in the Act.

I.44 **Local Exchange Routing Guide**≅ or **ALERG**≅ means a Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

I.45 **Local Interconnection Trunks/Trunk Groups**≅ means equipment and facilities that provide for the termination of Local Traffic and IntraLATA Toll Traffic.

I.46 **Local Traffic**≅ means local service area calls as defined by the Commission.

I.47 **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).

I.48 **Multiple Exchange Carrier Access Billing**A or **AMECAB**≅ means the document prepared by the Billing Committee of the Ordering and Billing Forum (AOBF≅), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (AATIS≅) and by Bellcore as Special Report SR-BDS-000983, containing the

recommended guidelines for the billing of Exchange Access provided by two or more LECs and/or NECs, or by one LEC in two or more states within a single LATA.

I.49 **AMultiple Exchange Carriers Ordering and Design Guidelines for Access Services**≅ - **Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface** or **AMECOD**≅ means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Access which is to be provided by two or more LECs and/or NECs.

I.50 **AMutual Traffic Exchange**≅ means that the sole compensation by a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own Customers for such categories of traffic and retain all revenues resulting therefrom except as may be necessary to distribute access revenue associated with ported numbers.

I.51 **ANetwork Element**≅ is As Defined in the Act.

I.52 **ANew Entrant Carrier**≅ or **ANEC**≅ is a LEC that is not an ILEC.

I.53 **ANorth American Numbering Plan**≅ or **ANANP**≅ means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

I.54 **ANumber Portability**≅ is As Defined in the Act.

I.55 **ANumbering Plan Area**≅ or **ANPA**≅ means an area code which is the three digit indicator defined by the AA≅, AB≅ and AC≅ digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. AGeographic NPA≅ is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A Non-Geographic NPA≅, also known as a Service Access Code≅ (≅SAC Code≅), means specialized Telecommunications Service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

I.56 **ANXX Code**≅, or **ANXX**≅ or **ACentral Office Code**≅ or **ACO Code**≅ means the three digit switch entity indicator which is defined by the AD≅, AE≅ and AF≅ digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

I.57 **AOZZ Code**≅ means the FGD call path through the access Tandem.

I.58 **AParty** means either Ameritech or TWC, and **AParties** mean Ameritech and TWC.

I.59 **APercent Local Usage** or **APLU** means a calculation representing the ratio of the minutes of Local Traffic to the sum of the minutes of Local Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

I.60 **AREciprocal Compensation** is As Described in the Act.

I.61 **ASignal Transfer Point (ASTP)** means a packet switching function that routes signaling messages among Service Switching Points (ASSPs), Service Control Points (ASCPs), Signaling Point (ASPs), and other STPs in order to set up calls and to query databases for advanced services.

I.62 **ASynchronous Optical Network** or **ASONET** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.63 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

I.64 **ATEchnically Feasible Point** is As Described in the Act.

I.65 **ATElecommunications** is As Defined in the Act.

I.66 **ATElecommunications Act** means the Telecommunications Act of 1996.

I.67 **ATElecommunications Carrier** is As Defined in the Act.

I.68 **ATElecommunications Service** is As Defined in the Act.

I.69 **ATElephone Exchange Service** is As Defined in the Act.

I.70 **ATElephone Toll Service** is As Defined in the Act.

I.71 **ATerritory** means all portions of the State of Indiana in which Ameritech or its successor ILEC is authorized, or may in the future be authorized, to provide Telephone Exchange Services and maintain a Central Office and in which TWC or its Affiliates at any time during the term of this Agreement are authorized to provide Telephone Exchange Service and also maintain a Central Office.

I.72 **AToll Free Service** means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

I.73 **Wire Center** means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access, are located. However, for purposes of Expanded Interconnection Service (AEIS), Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ARTICLE II INTERPRETATION AND CONSTRUCTION

All references to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles, Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). If any provision of this Agreement violates any provision of the Act, the provisions of the Act shall govern.

ARTICLE III IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, the Parties expect that Interconnection of their facilities and equipment pursuant to Article IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding Interconnection Activation Date shown on Schedule 3.0. The Interconnection Activation Date shall be further refined by the Committee. Schedule 3.0 may be revised and supplemented from time to time upon the unanimous action of the Committee to provide for a more definite Interconnection Activation Date and/or to reflect additional Interconnections by attaching one or more supplementary schedules to such schedule. Unless otherwise agreed by the Parties, an Interconnection Activation Date shall not be earlier than the date which is one hundred and twenty (120) days after the date on which Ameritech receives notice from TWC that TWC wishes to establish such Interconnect arrangements.

III.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article III shall conform to the recommendations, findings and conclusions of the Committee.

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

The Parties agree to Interconnect their respective networks in the Territory for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties.

IV.1 Interconnection Obligation. The Parties agree to interconnect their networks through facilities to be established pursuant to this Agreement between TWC's Central Offices and the Ameritech Central Offices set forth on Schedule 3.0. Appropriate trunk groups shall be established referencing the appropriate TWC's Central Office and Ameritech Central Office.

IV.2 Point of Interconnection. For each Ameritech Central Office where TWC and Ameritech Interconnect, TWC and Ameritech agree that there shall be a Point(s) of Interconnection (APOI≅) located at the demarcation point between TWC's network and Ameritech's Central Office. Interconnection shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.3, (ii) Collocation as provided in Article XIV or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date. Ameritech shall not charge any additional rearrangement, reconfiguration, disconnection or other non recurring fees associated with the reconfiguration of TWC's interconnection arrangement at any Ameritech Central Office.

IV.3 Fiber-Meet

IV.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (ASONET≅) transmission system. TWC shall have the right to designate the specific Optical Line Terminating Multiplexor (AOLTM≅) equipment to be utilized at each end of the SONET transmission system (which Ameritech acknowledges may be equipment manufactured by AT&T and/or Lucent Technologies, Inc.).

IV.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each Ameritech Interconnection Wire Center (AAIWC≅) identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

IV.3.3 TWC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TWC Interconnection Wire Center (ATIWC≅) identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

IV.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable TWC to deliver, fiber optic facilities into that

manhole with sufficient spare length to reach the OLTM equipment in the AIWC. TWC shall deliver and maintain such strands wholly at its own expense.

IV.3.5 TWC shall designate a manhole or other suitable entry-way immediately outside the TIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the TIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

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

IV.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the TWC strands to the OLTM equipment Ameritech has installed in the AIWC.

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

IV.3.9 For Fiber-Meet arrangements, each Party will be responsible for providing its own transport facilities to the Fiber-Meet in accordance with the Bilateral Agreement (as defined in Section 20.7).

IV.4 Additional Switches. If TWC or any of its Affiliates deploys additional switches in the Territory after the date hereof or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, TWC shall be entitled upon written notice thereof to Ameritech to establish such Interconnection and the terms and conditions of this Agreement shall apply to the Interconnection of such switches with Ameritech's Central Offices located in the same LATA as TWC's switch[es]. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk groups connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve such other Party's Customers within the Exchange Areas served by such Tandem Switches.

IV.5 Sizing and Structure of Interconnection Facilities. The Parties shall mutually agree as to the appropriate sizing for Interconnection facilities based hereunder on the standards set forth in this Agreement. The Interconnection facilities provided by each Party shall be at either the DS-0, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

IV.6 Performance, Forecast, Planning And Standards Committee. The Parties= performance and administration of this Article IV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE V

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

V.1 Article V prescribes parameters for trunk groups (the ALocal Interconnection Trunks≅) to be effected over the Interconnections specified in Article IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

V.2 The Committee will work to establish direct trunking criteria that will provide for efficient network utilization.

V.3 Local Interconnection Trunks. Interconnection for Local Traffic and IntraLATA Toll Traffic shall be provided via one-way trunks, or by written notice (in the form of an ASR, as defined in Section 23.1) to Ameritech from TWC, two-way trunks. Once two-way trunks are employed, TWC shall provide to Ameritech a PLU or actual minutes of use. No Party shall construct facilities which require another Party to build unnecessary facilities.

V.4 No Party shall terminate Exchange Access traffic over Local Interconnection Trunks.

V.5 Signaling Protocol. The Parties shall interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part (AISUP≅) for trunk signaling and Transaction Capabilities Application Part (ATCAP≅) for CCIS-based features. TWC shall establish outgoing multifrequency (AMF≅) trunks to Ameritech for 911 traffic. The Parties shall interconnect their network using two-way MF signaling for traffic originating from carriers that do not have SS7 networks.

V.6 If Ameritech decides to decommission a Central Office or switch, Ameritech shall not charge TWC for moving EIS/Collocation arrangements.

V.7 Ameritech shall make available to TWC, as needed, 64 Kbps Clear Channel Capability (A64K CCC≅) trunks. Upon receipt of TWC=s initial forecast of 64K CCC quantities, the Parties shall begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities. Where such trunks and/or additional equipment is required, such equipment and trunks shall be obtained, engineered, and installed on the same basis and with the

same intervals as any similar growth job for IXC, LEC, or Ameritech internal customer demand for 64K CCC trunks. Where technically feasible, these trunks shall be established as two-way.

V.8 Ameritech shall deliver all traffic destined to be terminated at a TWC Central Office in accordance with the serving arrangements defined in the LERG.

V.9 When TWC delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e., time, weather, Mass Calling Codes) destined for Ameritech, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

V.10 Calls completed using N11 codes (i.e., 411, 511, 911) shall not be sent between TWC=s and Ameritech's networks over the Local Interconnection Trunk Groups.

V.11 Reciprocal Compensation Arrangements -- Section 251 (b) (5).

V.11.1 Ameritech's and TWC's compensation for transport and termination on their respective networks of all Local Traffic exchanged between TWC and Ameritech shall be determined as set forth in the Pricing Schedule.

V.11.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Exchange Access. All Exchange Access and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

V.11.3 Each Party shall charge the other Party its effective tariffed intraLATA access rates for the transport and termination of all IntraLATA Toll Traffic.

V.12 Performance, Forecast, Planning And Standards Committee. The Parties= performance and administration of this Article V shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VI

TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

Article VI prescribes parameters for certain trunk groups (AMeet-Point Trunks≡) to be established over the Interconnections specified in Article IV for the transmission and routing of Exchange Access traffic between TWC Telephone Exchange Service Customers and Interexchange Carriers.

VI.1 The Parties shall jointly establish, Meet-Point Trunks to enable TWC and Ameritech to jointly provide Exchange Access to IXCs via an Ameritech Central Office. The Meet-Point Trunks shall be two-way trunks which are separate from the Local Interconnection Trunks and shall be used solely for the transmission and routing of Exchange Access traffic.

VI.2 The Parties shall provide CCIS to each other, where and as available, in conjunction with the two-way Meet-Point Trunk Groups. The Parties may establish CCIS Interconnections either directly or through a third-party. The Parties shall cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own Customers. The Parties shall provide all CCIS signaling, Billing Number, originating line information (AOLI≅) and any other such similar service. For terminating FGD, Ameritech shall pass CPN if it receives CPN from FGD carriers. All privacy indicators shall be honored. Where available, network signaling information such as Transit Network Selection (ATNS≅) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) shall be provided by TWC whenever such information is needed for call routing or billing. The Parties shall follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

VI.3 CCIS shall be utilized in conjunction with the Meet-Point Trunks; except MF signaling must be used on a separate Meet-Point Trunk Group for originating FGD access to Exchange Access Customers that use MF FGD signaling protocol.

VI.4 All originating Toll Free Service calls for which Ameritech performs the Service Switching Point (ASSP≅) function (e.g. performs the database query) shall be delivered by TWC using GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic. Carrier Code A0110≅ and a Call Code of A08≅ shall be used for all such calls. If TWC becomes a toll free service provider, Ameritech shall deliver traffic using the GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic.

VI.5 All originating Toll Free Service calls for which TWC performs the SSP function, if delivered to Ameritech, shall be delivered by TWC using GR-394 format over the Meet-Point Trunk Group for calls destined to IXCs, or shall be delivered by TWC using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend Ameritech access Tandems.

VI.6 Originating Feature Group B calls shall be delivered to Ameritech=s Tandem using the interLATA trunk groups.

VI.7 Meet-Point billing arrangements between the Parties for jointly-provided Exchange Access on Meet-Point Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet-Point Billing and shall be billed at each Party's applicable switched access rates.

VI.8 In the case of IXC traffic terminating to TWC's ported numbers, the Parties shall, unless IXC actual minutes of use can be measured, account for access revenue by using verifiable minutes of use reported on the applicable ARMIS Report at the total IXC access rates applicable to the non-terminating Party less the meet point billing access rates applicable to such Party, with no other subtractions.

VI.9 The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each Party shall be responsible for billing its portion of the charges described herein.

VI.10 If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

VI.11 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VII COMPENSATION FOR TELEPHONE EXCHANGE SERVICE AND EXCHANGE ACCESS TRAFFIC

VII.1 Measurement and Billing.

VII.1.1 The Parties shall provide CCIS to one another in conjunction with all trunk groups where applicable. TWC may establish CCIS Interconnections either directly or through a third party. The Parties shall exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own Customers. All CCIS signaling parameters shall be provided including CPN. All privacy indicators shall be honored.

VII.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total call completion seconds over each individual Local Interconnection Trunk Group shall be totaled for the entire monthly billing cycle.

VII.1.3 The Parties shall provide each other monthly usage data for all traffic transported and terminated through the Tandem Office and End Office Interconnections established under this Agreement.

VII.1.4 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to-third party, and collect records and LEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are intraLATA shall be handled through the existing CMDS processes. The payments of revenues for these types of calls

shall be handled through Calling Card and Third Number Settlement (ACATS≅) with the CMDS host and local arrangements with Ameritech.

VII.1.5 For intraLATA Toll Free Service, originating switched access charges, the 800 query charge and the record provision charge shall be billed by the Party originating the call to the Toll Free Service provider.

VII.1.6 Each Party shall calculate terminating Interconnection minutes of use based on standard Automatic Message Accounting (AAMA≅) recordings made within each Party's network.

VII.1.7 For so long as Ameritech serves as numbering administrator within the Territory, Ameritech shall ensure that TWC has sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and unmeasured) from IntraLATA Toll Traffic. To the extent that Ameritech controls numbering resources and does not comply with the foregoing, all affected calls shall be treated as Local Traffic to the extent that Ameritech cannot distinguish between Local Traffic and IntraLATA Toll Traffic. If a third party becomes numbering administrator, Ameritech agrees to sponsor TWC=s requests and assist TWC in obtaining Regional Accounting Office codes, and any other billing and accounting codes necessary for the provision of local telephone numbers within Ameritech's jurisdiction.

VII.2 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article VII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VIII

TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

VIII.1 Information Services Traffic.

Upon written notice to Ameritech, TWC may elect at its discretion to have the Parties transport and terminate Information Services Traffic as set forth in this Section 8.1.

VIII.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local Interconnection Trunks.

VIII.1.2 The Party (AOriginating Party≅) on whose network the Information Services Traffic originated shall provide an Electronic File Transfer or monthly magnetic tape containing recorded call detail information to the Party (ATerminating Party≅) to whose information platform the Information Services Traffic terminated.

VIII.1.3 The Terminating Party shall provide to the Originating Party via Electronic File Transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.

VIII.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- a0 The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- b0 An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- c0 Customer adjustments provided by the Originating Party.

VIII.1.5 The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

VIII.1.6 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

VIII.2 BLV/BLVI Traffic.

VIII.2.1 Each Party shall establish procedures whereby its operator bureau shall coordinate with the operator bureau of the other Party to provide Busy Line Verification (ABLVI \cong) and Busy Line Verification Interrupt (ABLVI \cong) services on calls between their respective Customers.

VIII.2.2 BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

VIII.2.3 Each Party shall charge the other Party BLV/BLVI Traffic at the rates contained in their respective tariffs.

VIII.3 Transit Service.

VIII.3.1 In addition to the Interconnection and other services provided to TWC by Ameritech under this Agreement that are required under the Act, Ameritech agrees that it shall also provide Transit Service to TWC on the terms and conditions set forth in this Section 8.3.

VIII.3.2 A Transit Service means a function provided by Ameritech upon TWC's request and involving Local Traffic and/or IntraLATA Toll Traffic sent between Ameritech and TWC originating from or terminating to a Customer of a third-party ILEC or LEC, wireless provider, operator services provider or other carrier and received by Ameritech.

VIII.3.3 The Parties shall compensate each other for Transit Service as follows:

- a0 TWC shall pay Ameritech for Local Traffic and IntraLATA Toll Traffic TWC originates over the Transit Service at the rate specified in the Pricing Schedule, and to the extent TWC does not have an Interconnection agreement with such third party carrier, any additional charges such terminating third party carrier imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and
- b0 To the extent TWC does not have an Interconnection agreement with such third party carrier, Ameritech shall pay TWC for IntraLATA Toll Traffic terminated to TWC from such third party carrier (where Ameritech delivers such traffic pursuant to the Commission's Originating Responsibility Plan/Secondary Carrier Option (ORP/SCO) plan or other similar plan) at TWC's applicable switched access rates.

VIII.3.4 TWC shall provide Ameritech a summary report with Transit Service usage in a thirty (30) day billing cycle.

VIII.3.5 For purposes of this Section 8.3, Ameritech agrees that it shall make available to TWC, at TWC's sole option, any transiting arrangement Ameritech's offers to another LEC or ILEC at the same rates, terms and conditions provided to such other LEC or ILEC.

VIII.4 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VIII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE IX

UNBUNDLED ACCESS -- SECTION 251(c)(3).

Ameritech shall, upon request of TWC, provide to TWC in accordance with Section 251(c)(3) of the Act access to its Network Elements for the provision of TWC's Telecommunications Service. Any request by TWC for access to an Ameritech Network Element that is not already available at the time of such request or expressly contemplated by this Agreement shall be made in accordance with the procedures established by the Commission or the FCC. If no such procedures exists, the Parties shall mutually agree on a procedure.

IX.1 Performance, Forecast, Planning And Standards Committee. The Parties= performance and administration of this Article IX shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE X

OPERATIONAL MATTERS AND UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES.

X.1 A maintenance of service charge shall apply when any Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

- a0 No trouble is found in the Interconnection trunks; or
- b0 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- c0 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

X.2 If a maintenance of service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge shall be canceled.

X.3 Each Party shall bill the other Party for maintenance of service in accordance with the rates, terms and conditions contained in their respective tariffs. The Parties shall exchange maintenance of services contracts and escalation lists.

X.4 The Parties shall restore service to their respective affected trunk groups within the following intervals:

Service Affecting Trunk Outages:	within 1 hour
Non-Service Affecting Trunk Outages:	within 24 hours

X.5 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor it they use repair calls as the basis for internal referrals or to solicit customers to market services. A Party may respond with factual information in answering customer questions.

X.6 All Parties shall provide their respective repair numbers to each other for purposes of Customer referrals.

X.7 Performance, Forecast, Planning And Standards Committee. The Parties= performance and administration of this Article X shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XI

911 AND E911 SERVICE AND DIRECTORY ASSISTANCE- SECTION 271(c)(2)(B)(vii).

XI.1 E911.

XI.1.1 For E911 service, Ameritech shall initially provide TWC with a minimum of two dedicated trunks to the appropriate E911 tandem, including the designated secondary tandem, if applicable at the prices set forth in the Pricing Schedule. Additional trunks shall be provided as provided in the Pricing Schedule. The trunks provided shall be, at a minimum, DSO level trunks using CAMA type signaling with MF pulsing that shall deliver ANI with the voice portion of the call. Ameritech shall deliver the ANI to the designated Public Safety Answering Point (APSAP≅). If a municipality has converted to E911 service, TWC shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by Ameritech.

XI.1.2 In order to ensure the proper working of the system, along with accurate customer data, TWC shall provide daily updates to the E911 database in NENA Recommended Format for Data Exchange, Version 1 or 2, depending on Ameritech=s preference. Ameritech shall provide the capability for TWC to update E911 information by direct electronic connection to Ameritech=s database facility or that of its agent. Ameritech shall confirm receipt of data and incorporate all updates received from TWC within twenty-four (24) hours of the receipt of same. If Ameritech detects errors in the information provided by TWC, Ameritech shall return the incorrect files, including error codes, to TWC within twenty-four (24) hours of receipt. TWC shall correct errors and retransmit the files within twenty-four (24) hours, or shall contact Ameritech for assistance with error resolution. Ameritech shall provide confirmation that TWC updates have been included in the database in the form of a report detailing the number of items sent, the number of items entered correctly and the number of errors.

XI.1.3 The E911 Services provided by Ameritech shall include delivery of Automatic Number Identification (AANI≅) to the PSAP, inclusion of TWC customer information in the Automatic Location Identification (AALI≅)/DMS database and the Selective Router (ASR≅) and all necessary dedicated trunking, and the charge provided in the Pricing Schedule.

XI.1.4 Ameritech shall provide to TWC at no charge an initial Address and Routing File and quarterly updates by NPA or county, as provided in the Pricing Schedule.

XI.2 Directory Assistance. Ameritech shall take such action as may be necessary, including coordination with Ameritech Advertising Services ("AAS"), to ensure that TWC's Customers primary listings and any changes to such listings are included in the directory assistance database as soon as possible but in no event longer than two business days after TWC provides the necessary information to AAS. Ameritech shall ensure that AAS shall not charge TWC to maintain the directory assistance database.

XI.3 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XII

RESALE -- SECTIONS 251(c)(4) and 251(b)(1).

XII.1 Availability of Wholesale Rates for Resale.

Ameritech shall offer to TWC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, on such terms and conditions as the Parties may agree in a separate agreement governing such resale.

XII.2 Availability of Retail Rates for Resale.

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act.

ARTICLE XIII

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

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks, the Party making such change shall provide at least ninety (90) days advance written notice of such change to the other Party or within such time period as determined by the FCC or the Commission.

XIII.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XIII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XIV

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

XIV.1 Ameritech shall provide to TWC Physical Collocation of equipment necessary for Interconnection pursuant to Article IV or for access to unbundled Network Elements, except that Ameritech may provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

XIV.2 Where TWC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, TWC may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case TWC shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and circuits for which TWC shall pay Ameritech at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

XIV.3 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

XIV.4 Nothing herein shall prevent TWC from utilizing existing Collocation facilities, purchased from tariffs, for local Interconnection with Ameritech.

XIV.5 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XIV shall conform to the recommendations, findings and conclusions of the Committee.

SECTION 251(b) PROVISIONS

ARTICLE XV

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

XV.1 Number Portability. The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding (ARCF≅), Direct Inward Dialing (ADID≅) or NXX migration.

XV.2 Procedures For Providing INP through RCF

INP shall operate as follows:

XV.2.1 A Customer of Party A elects to become a Customer of Party B. The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it shall now receive from Party B. Upon documentation agreed upon by the Parties and an associated service order assigning the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone numbers(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

XV.2.2 Party B shall become the Customer of record for the original Party A=s telephone number(s) subject to the RCF or DID arrangements. Party A shall provide Party B a billing statement for all collect and billed-to 3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record (AEMR≅) detailed records associated with the calls reflected on the billing statement.

XV.2.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its Line Information Database (ALIDB≅) listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

XV.2.4 If a Customer elects to move its service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Customer. Party A shall

reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

XV.2.5 The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than December 31, 1998, without interruption of service (to the degree possible) to their respective Customers.

XV.2.6 Ameritech and TWC shall apply RCF arrangements to one another in accordance with the rates, terms and conditions of the Pricing Schedule.

XV.3 Procedures for Providing INP through NXX Migration. Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such Customer 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. Such transfer shall be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

XV.4 Procedures for Providing INP through Direct Inward Dial Trunks.

XV.4.1 DID service provides trunk side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination, charge (subject to Section 15.4.2) applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the POI using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

XV.4.2 The Parties hereby agree to negotiate in good faith for a period of thirty (30) days from the effective date of this Agreement with respect to the recurring and non-recurring charges, if any, for INP through DID. If the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XXXIV. Nothing in this Section 15.4.2. shall preclude a Party from exercising any discovery rights it may have under any Commission proceeding.

XV.5 Ameritech will provision RCF to TWC for its new Customers within two (2) business days of receipt of a valid service order that requests five (5) or less ported numbers provisioned through RCF that does not include the associated provisioning of unbundled loops from Ameritech. Ported numbers using DID will require three (3) business days to provision without an associated unbundled loop. Provision of orders for more than five (5) ported numbers (whether provided through RCF or DID) shall be as mutually agreed by the Parties. Ameritech agrees that upon receiving a service order from TWC (in the form and manner agreed to by the Committee) for any Customer of Ameritech who wishes to disconnect its service and receive TWC's service, it shall complete the disconnect and provision RCF or DID, if applicable, within a time frame that shall allow TWC to meet its service interval for new Customers. Whenever possible, disconnects shall be coordinated between the Parties to avoid breaks in service to the Customer.

XV.6 Disconnection of Customers. Subject to the rules and regulations of the Commission, Ameritech shall accept any requests from TWC to disconnect the service of an existing Ameritech Customer, except for Ameritech Public and Semipublic telephone service, subject to effective contracts with location providers. Ameritech shall not require Customer confirmation prior to disconnecting the Customer's service. Ameritech shall accept a request directly from a Customer for conversion of the Customer's service from a TWC to Ameritech or shall accept a request from another NEC for conversion of the INP service associated with an Customer's service charge from TWC to the NEC. Ameritech shall notify TWC that such a request has been processed. This Section 15.6 shall be subject to Section 258(a) and (b) of the Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC.

XV.7 Non-Published Numbers. Subject to any applicable confidentiality requirements imposed by law regarding non-published numbers, the Parties shall reciprocally provide their respective numbers and contact names for their non-published bureaus so that each Party=s operators shall have the capability to contact the other in order to request that a Party=s operator notify that Party=s Customer with a non-published number of an urgent call or emergency at the request of a user of the other Party.

XV.8 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XVI

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

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2).

ARTICLE XVII

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

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

XVII.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XVII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XVIII

REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to TWC, or from TWC to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (AReferral Announcement) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XIX

OTHER SERVICES - SECTION 271(c)(2)(B)(viii).

TWC and Ameritech provide other services to each other as required under the Act pursuant to the Listing and Directory Services Agreement between Ameritech Advertising Services and Time Warner Communications of Indiana, L.P. dated as of the Execution Date.

ARTICLE XX

RESPONSIBILITIES OF THE PARTIES

XX.1 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

XX.2 The Parties agree to exchange such reports and/or data as required under this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days= written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. No Party shall have access to the data of the Party subject to the audit, but shall rely upon summary results provided by the independent auditor. 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 not less than twelve (12) months after creation thereof. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports provided by the Party to be audited.

XX.3 TWC shall provide Ameritech with monthly service projections including, without limitation, busy hour usage for Ameritech's access capacity. Ameritech shall manage its network in order to accommodate TWC=s projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish annual forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth shall be implemented as dictated by engineering requirements.

XX.4 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for such trunks and trunk groups.

XX.5 TWC shall be responsible for all Control Office functions for the Meet-Point Trunking, Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

XX.6 Each Party shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with the other Party's technicians;
- b. Notify the other Party when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of its own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the

Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;

- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to the other Party;
- e. Advise the other Party's Control Office if there is an equipment failure which may affect the Interconnection trunks;
- f. Provide the other Party with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day seven (7) days a week;
- g. Provide to the other Party test-line numbers and access to test lines.

XX.7 Bilateral Agreement. The Parties, through the Committee, shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures not covered by this Agreement (ABilateral Agreement \cong). The Parties shall use their best efforts to finalize such agreement within ninety (90) days of the Execution Date of this Agreement.

XX.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

XX.9 Trouble Reports. The Parties shall cooperatively plan and implement coordinated repair procedures for the Meet-Point Trunks and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

XX.10 The Parties shall provide their respective billing contact numbers to one another.

XX.11 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

XX.12 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XX shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XXI

TRUNK FORECASTING

XXI.1 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other semi-annually or more frequently as the Committee may determine. The semi-annual forecasts shall include, among other things:

- a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection Trunks and Meet-Point Trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years; provided that the current year forecast shall show a monthly forecast;
- b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
- c. A description of major network projects anticipated for the following six (6) months.

XXI.2 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

XXI.3 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XXI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XXII

GRADE OF SERVICE

A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between a TWC End office and Ameritech access Tandem carrying Exchange Access traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

ARTICLE XXIII

TRUNK SERVICING

XXIII.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR≅).

XXIII.2 The Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send another an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party shall issue a Firm Order Commitment (AFOC≅) and a Design Layout Record (ADLR≅) to the ordering Party within five (5) business days after receipt of the ASR.

XXIII.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

XXIII.4 Service requested in an ASR shall be provided within twenty (20) business days of receipt of such ASR.

XXIII.5 If a Party requires trunk servicing within shorter time intervals than those provided for in this Article XXIII due to a *bona fide* Customer demand and such trunk servicing was not forecasted by a Party pursuant to Article XXI, such Party may designate its ASR as an AExpedite≅ and the other Party shall issue its FOC and DLR and use its best efforts to install service as soon as reasonably possible.

XXIII.6 TWC shall be responsible for engineering its network on its side of the POI. Ameritech shall be responsible for engineering the POI and its network on its side of the POI.

XXIII.7 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XXIII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XXIV

NETWORK MANAGEMENT

XXIV.1 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from 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. Each Party shall immediately notify the other Party of any protective control action planned or executed by such Party.

XXIV.2 Expansive Controls. Where the capability exists, originating or terminating traffic rerouting may be implemented by a 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 only be used when the Parties mutually agree.

XXIV.3 Mass Calling. 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, in order to prevent or mitigate the impact of these events on the public switched network.

XXIV.4 Network Harm. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality to service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

XXIV.5 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XXIV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XXV

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF, IF ANY, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER THIS AGREEMENT OR AS CONTEMPLATED BY THIS AGREEMENT. IN THE CASE OF ACCESS TO NETWORK ELEMENTS, THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXVI

CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff or contract referenced herein or as otherwise agreed by the Parties, no cancellation charges shall be imposed upon, or payable by, either Party.

ARTICLE XXVII

INDEMNIFICATION

XXVII.1 Except as provided in Section 28.2, each Party (the AIndemnifying Party \cong) shall defend and indemnify the other Party (the AIndemnified Party \cong) and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement.

XXVII.2 Each Party (AIndemnified Party≅) shall be indemnified, defended and held harmless by the other Party (AIndemnifying Party≅) against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or

(2) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its Customers, agents, subcontractors or others retained by such parties.

XXVII.3 Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party arising from the first Party's failure to comply with the Communications Law Enforcement Act of 1994 (ACALEA≅) and shall at such non-compliant Party's sole cost and expense, modify and replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

XXVII.4 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Article XXVII. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

ARTICLE XXVIII

LIMITATION OF LIABILITY.

XXVIII.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier providing a portion of a service.

XXVIII.2 Each Party shall, to the maximum extent permitted by applicable law, provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any Customer for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 28.3). In the event that a Party breaches its obligation under this Section 28.2, the breaching Party shall be liable to the non-breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party's Customers.

XXVIII.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, Consequential Damages), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 27.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

ARTICLE XXIX

EFFECTIVENESS; TERM

XXIX.1 The Parties shall file this Agreement with the Commission immediately following its execution in accordance with the Act and, unless rejected by the Commission, this Agreement shall become effective when approved by the Commission (or the FCC if the Commission fails to act) or when deemed approved under the Act.

XXIX.2 The Parties agree to Interconnect their networks pursuant to the terms and conditions of this Agreement in the Territory for a period of two (2) years. In the sole discretion of TWC, TWC may elect to commence the stated two (2) year term of this Agreement on the date on which this Agreement becomes effective pursuant to Section 29.1 or the date of the completion by one of TWC's Customers of the first commercial switched local exchange service call in the Territory. TWC's election regarding the commencement of the term of this Agreement shall be made no later than the date on which such first commercial call is made. If TWC fails to make an election, the two (2) year term of this Agreement shall commence on the date on which such first commercial call is completed.

XXIX.3 Upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, either Party may require negotiations of the rates, terms, and conditions of the Interconnection arrangements to be effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new terms within one hundred thirty five (135) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate Interconnection arrangements. If the Parties are unable to mutually agree on such new terms or the Commission does not issue its order prior to the expiration date of the Agreement, this Agreement shall continue in full force and effect on and after the expiration of the term, subject to the terms and conditions of this Section 29.3 until terminated as provided herein. In the event that the Commission does not issue its order prior to the expiration of the Agreement, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date. Until a revised or subsequent Interconnection arrangement becomes effective, the Parties shall continue to perform in accordance with the terms of this Agreement.

ARTICLE XXX

FORCE MAJEURE

No Party shall be responsible for delays or failures in performance of any part of this Agreement resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation, acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body; embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a Force Majeure Event); or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day or hour-for-hour, as applicable, basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day or hour-for-hour, as applicable, basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease.

ARTICLE XXXI

GOVERNING LAW AND REGULATORY APPROVAL

XXXI.1 This Agreement shall be governed by the laws of the State of Indiana, without giving effect to the principles of conflicts of law thereof and federal law, as applicable, including the Act.

XXXI.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. 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. If the Commission, the FCC or a court of competent jurisdiction rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public issues relating to the Act.

ARTICLE XXXII

DEFAULT

If either Party believes the other Party is in breach of this Agreement or in violation of law, it shall give the other Party written notice of such breach or violation ten (10) days prior to commencing the dispute resolution procedures set forth in Article XXXIV.

ARTICLE XXXIII

NONDISCLOSURE

XXXIII.1 All information, including, but not limited to, summary results of audits, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished or made available or otherwise disclosed by one Party to (a \cong Disclosing Party \cong) the other Party or any of such other Party's employees, contractors, agents or Affiliates (its ARepresentatives \cong and with a Party, a AReceiving Party \cong) dealing with Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as AConfidential \cong or AProprietary \cong , or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice

given to the Receiving Party within ten (10) days after delivery, to be AConfidential≡ or AProprietary≡ (collectively referred to as AProprietary Information≡), shall remain the property of the Disclosing Party.

XXXIII.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Receiving Party may retain one copy for archival purposes and if applicable, as necessary to perform its obligations under this Agreement.

XXXIII.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

XXXIII.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information which:

- a. was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Disclosing Party; or
- b. is, or becomes, publicly known through no wrongful act of the Receiving Party; or
- c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or
- d. is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e. is approved for release by written authorization of the Disclosing Party; or
- f. is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek protective orders.

XXXIII.5 Notwithstanding any other provision of this Agreement, to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any

Party to the another in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XXXIV

DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, such disputes shall be resolved in accordance with this Article XXXIV: The Parties shall first discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of Ameritech, its Vice President--Sales and Marketing, Network Providers, Ameritech Information Industry Services or equivalent officer, shall participate in the meeting, and TWC=s, Vice President for Business Services or equivalent officer, shall participate. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties' are unable to resolve issues related to a dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, then thereafter, the Parties shall attempt in good faith to address any default or resolve any dispute according to the rules, guidelines and regulations of the Commission. In the event there are no such dispute resolution rules, guidelines or regulations of the Commission, the Parties shall submit such dispute to the procedures agreed to by the Committee.

ARTICLE XXXV

MISCELLANEOUS PROVISIONS

XXXV.1 Authorization.

XXXV.1.1 Ameritech Information Industry Services is a division of Ameritech Services, Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Indiana.

XXXV.1.2 TWC is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

XXXV.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

XXXV.3 Performance, Forecast, Planning And Standards Committee. The Parties hereby agree to the formation of a Performance, Forecast, Planning and Standards Committee which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party=s Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. Within thirty (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than four (4) persons to be permanent members of this Committee provided that either Party may include, in Committee meetings or Committee activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party=s permanent members of the Committee shall have the authority to make commitments and take such other action as may be necessary to satisfy the objectives of this Agreement. Within sixty (60) days from the execution of this Agreement, the Parties shall have conducted the first Committee meeting and identified a schedule and procedures for the purpose of satisfying the objectives of this Section 35.3. Such procedures shall include the process by which issues shall be resolved by the Committee. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Committee created by this Section 35.3 shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required. Determinations by the Committee may be incorporated in the Bilateral Agreement or this Agreement according to Section 35.15 but shall, nonetheless, be in writing and provided to the persons specified in Section to receive notices.

XXXV.4 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

XXXV.5 Disputed Amounts.

- a. If any portion of an amount due to a Party (the ABilling Party≅) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the ANon-Paying Party≅) shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes (ADisputed Amounts≅) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.
- b. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- c. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after referral of the dispute pursuant to Article XXXIV of this Agreement, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- d. The Parties agree that all negotiations pursuant to this Section 35.5 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- e. Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

XXXV.6 No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

XXXV.7 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other

proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

XXXV.8 Most Favored Nation -- Section 252(i).

- a. If Ameritech enters into an agreement (the AOther Agreement \equiv) approved by the Commission pursuant to Section 252 (e)(1) of the Act or filed a tariff or is subject to an order of the Commission or the FCC which provides for the provision of arrangements covered in this Agreement within the State of Indiana to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to TWC such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement or tariff. At its sole option, TWC may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:
 - (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
 - (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
 - (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
 - (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
 - (5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
 - (6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
 - (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement); or
 - (8) Service quality standards that apply to any of the duties set forth in subsections (1)-(7) above, or
 - (9) E911 Service - Section 271(c)(2)(B)(vii)(I) of the Act (Section 11.1 of this Agreement); or
 - (10) Directory Listing - Section 271(c)(2)(B)(viii) of the Act; or

- (11) Directory Assistance Database - Section 271(c)(2)(B)(vii)(II) of the Act (Section 11.2 of this Agreement).
- b. Nothing in this Section 35.8, shall affect any obligations TWC may have under Section 252(i) of the Act or be construed to waive any of Ameritech's rights under Section 252(i).

XXXV.9 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

XXXV.10 Severability. Except as provided in Section 35.8, if any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

XXXV.11 Performance. The Parties understand and agree that each Party's ability to effectively and efficiently provide local exchange service to their respective Customers shall substantially depend upon each Party's responsiveness to the other Party's requests and each Party's performance of its responsibilities under this Agreement. The Parties understand that performance under this Agreement may be asserted by either Party in any proceeding relating to compliance with the requirements of Section 271 of the Act.

XXXV.12 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

XXXV.13 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

XXXV.14 Non-Waiver. 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.

XXXV.15 Modification. No variation or modification of this Agreement and no waiver of any of its terms or conditions shall be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged.

XXXV.16 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To TWC:

Time Warner Communications of Indiana, L.P.
250 East 96th Street
Indianapolis, Indiana 46240
Attn: Vice President and General Manager
Facsimile: 317/587-1314

with a copy to:

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112
Attn.: Senior Counsel
Facsimile: 303/799-5591

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President - Network Providers
Facsimile: 312/335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President and General Counsel

Facsimile: 312/595-1504

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

XXXV.17 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

XXXV.18 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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.

XXXV.19 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Articles XXV, XXVII, XXVIII, and XXXIII; and Sections 35.4, 35.5, 35.7, and 35.9.

XXXV.20 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XXXV shall conform to the recommendations, findings and conclusions of the Committee.

XXXV.21 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written, except for those agreements that are executed contemporaneously herewith. Except as specifically provided, nothing in this Agreement shall be deemed to affect any access charge arrangement. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TIME WARNER COMMUNICATIONS
OF INDIANA, L.P.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION OF
AMERITECH SERVICES, INC., ON BEHALF OF
AMERITECH INDIANA

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

SCHEDULE 3.0

IMPLEMENTATION SCHEDULE

<u>LATA</u>	Ameritech Interconnection Wire Center <u>(AIWC)</u>	TWC Interconnection Wire Center <u>(TIWC)</u>	<u>Interconnection Activation Date</u>
336	Indianapolis IPLSIN0110T	Indianapolis	To be specified by the Committee

PRICING SCHEDULE X INDIANA

I. Information Services Billing and Collection

Fee - To be Negotiated

II. E911

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per Access Lines serviced by the E911 Network: \$.08 per Access Line per month and a one-time nonrecurring charge of \$2,000.00.

Each 1000 Access Lines will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access		Trunks provided at no additional charge
01-1,500	=	2 Trunks
1,501-7,500	=	3 Trunks
7,501-18,500	=	4 Trunks
18,501-33,500	=	5 Trunks

Should TWC desire more trunks than those described above, TWC shall acquire such additional trunks at rates, term and conditions mutually agreed upon by the Parties through the Committee.

Optional Manual Update: Update of the ALI/DMS databases from paper copies of service order activity furnished by TWC at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to TWC. In that event, electronic update service shall continue to be available at no charge.

Address and Routing File No Charge for one (1) ARF per NPA and quarterly updates for that ARF.

III. Transiting

Rate = \$0.002 per minute of use

IV. Number Portability

RCF arrangements from and after January 1, 1998:

Recurring Charges--

Residential: \$2.00 including one line plus two paths, \$.37 per additional path

Business: \$3.00 including one line plus twenty paths, \$.25 per additional path

Nonrecurring charges shall be waived for one (1) year from the date that Ameritech first provides RCF for Customers of TWC, if at the end of that one (1) year period, TWC's actual ratio of residential customers to business customers, served by TWC's facilities (and not on Ameritech's local loops), is greater than 2:1 (the "Ratio"). If the Ratio is not greater than 2:1, TWC shall pay nonrecurring charges on all ported numbers ordered by TWC for such one (1) year period. The nonrecurring charges shall be the lowest nonrecurring charges applicable to RCF available to another carrier by Ameritech at the end of such one (1) year period. RCF arrangements for any subsequent period shall be determined by good faith negotiations.

If a TWC resale customer becomes a TWC facilities based customer, the nonrecurring charge will be waived.

V. RECIPROCAL COMPENSATION

A. Subject to terms and conditions of B below, the Parties shall compensate each other for the transport and termination of Local Traffic at the following rates:

Tandem Rate	End Office Rate
\$.009 per minute of use	\$.007 per minute of use

B. Beginning from the date of TWC's election pursuant to Section 29.2 of this Agreement and each twenty-four month period (or fraction thereof if this Agreement expires or terminates earlier) beginning July 1, 1997 and each twenty-four month period thereafter (or fraction thereof if this Agreement expires or terminates earlier) (each a "Calculation Period"), each Party shall aggregate the actual billing record minutes of use of Local Traffic (excluding Transit Traffic) that has been terminated by the other Party during such Calculation Period at its (i) Tandem Switch(es) ("Tandem Local Traffic") and (ii) End Office Switches ("EO Local Traffic").

If the POI between the Parties is at an Ameritech Tandem Office, the Parties shall reciprocally pay the Tandem Local Traffic Rate. If the POI between the Parties is at an Ameritech End Office, the Parties shall reciprocally pay the End Office Local Traffic Rate; provided, that if the Parties have a bona fide dispute as to whether Local Traffic had terminated at a Party's Tandem Switch or End Office Switch, such traffic shall be deemed to be EO Local Traffic.

Within thirty (30) days after the end of a Calculation Period, each Party shall calculate the total dollar amount of Local Traffic it terminated for the other Party during the Calculation Period (its "Terminated Traffic Amount") which shall be equal to the sum of its EO Local Traffic times \$0.007 plus its Tandem Local Traffic times \$0.009.

The Parties shall then calculate the "Imbalance Amount" which shall be equal to the Terminated Traffic Amount of the Party with the greater Terminated Traffic Amount minus the other Party's Terminated Traffic Amount.

If the Imbalance Amount does not exceed \$80,000, the Party with the greater Terminated Traffic Amount shall not bill the other Party for such amounts. If, however, the Imbalance Amount exceeds \$80,000, the Party with the smaller

Terminated Traffic Amount shall pay to the other Party within 30 days of such determination the entire Imbalance Amount, including the initial \$80,000.

Exhibit A to Settlement Agreement

Further Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Operations, Inc., as agent for and on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC SNET, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas, and any of its future affiliates or subsidiaries which are Incumbent Local Exchange Carriers (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs"), and Focal Communications Corporation, and all affiliated Competitive ~~Local Exchange Carrier~~ subsidiaries and affiliates, including Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Wisconsin, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas, and Focal Communications Corporation of Missouri, and any other subsidiaries or affiliates which now or hereafter are CLECs (collectively referred to as "Focal"), in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut, whether such Interconnection Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. SBC ILECs and Focal shall be referred to individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, SBC ILECs and Focal entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (the "Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend, amend and modify the terms of the ICAs and the Superseding Amendment for the Term (as defined below) pursuant to the terms of this Further Amendment; and

WHEREAS, the Term of this Further Amendment (“Term”) shall commence on January 1, 2005 (the “Effective Date”) and shall continue until December 31, 2006 and thereafter continue in full force and effect unless terminated by either Party by providing at least thirty (30) day’s written notice to the other Party specifying the date it wishes to terminate this Further Amendment (“Termination Date”).

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment. Terms not otherwise defined in this Further Amendment shall have the definitions set forth in the ICAs, the Superseding Amendment or the Act.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for ~~the waivers of intervening law in Section 2.2 and Focal’s waiver of 252(i) MFN rights in Section 1.6~~ which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”) and the FCC’s Biennial Review Proceeding; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); and the FCC’s Order In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2005, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall the retroactivity apply prior to the Effective Date of this Further Amendment.

1.6 Focal hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by Focal of all or a substantial portion of its assets, in which case Focal shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of Focal.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision") and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II decision"). In addition, the FCC's adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in

the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“Provisions”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“Written Notice”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2 for the Term, this Intervening Law paragraph and Section 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties’ current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an “FCC Order:”), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the “Written Request”). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s); provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the

exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to Focal under the terms of this Further Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to Focal pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions Focal may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that Focal and SBC ILECs shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2006. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic.

The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 Focal will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if Focal (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area Focal has established a working telephone number local to a rate center in that tandem serving area, and each end office where Focal maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where Focal has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, Focal (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area Focal has established a working telephone number local to a rate center in that tandem serving area, and each end office where Focal maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where Focal has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) Focal may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for Focal equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where Focal leases facilities from SBC ILECs to establish a POI, Focal shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 Focal agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with Focal participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, Focal will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if Focal has not established a POI required by Section 4.0, Focal shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, Focal will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall Focal have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, Focal will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria

specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) where Focal provides service as of the date of execution of this Further Amendment. Focal will notify SBC ILEC of Focal's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for Focal. Focal and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent Focal from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) where Focal does not provide service as of the date of execution of this Further Amendment. Focal will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on Focal's ability to order and receive trunks in any given market.

4.9 In a blocking situation, Focal may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if Focal's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If Focal designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by Focal in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 In determining the Total Compensable Local Traffic, SBC ILECs' transited minutes of use (MOUs) will be excluded from these calculations.

5.2.3 The rates for SBC ILECs' transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and Focal will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and Focal agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

6.1 During the period from January 1, 2005 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$0.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

6.2. Access Rates

6.2.1 For the period beginning January 1, 2005 and ending December 31, 2005, compensation for termination of intercompany, Intrastate intraLATA toll service traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for

8YY Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff; provided, however, that the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005. For the period beginning January 1, 2005 and ending December 31, 2005, compensation for termination of intercompany, Interstate intraLATA traffic will be at terminating access rates for MTS and originating access rates for 8YY Service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff; provided, however, that the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005.

6.2.2 For the period beginning January 1, 2006 and ending with the Termination Date, compensation for termination of intercompany, Intrastate intraLATA toll service traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 8YY Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff; provided however (i) within the State of Illinois, such rates do not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located and (ii) for all other states, the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005. For the period beginning January 1, 2006 through the Termination Date, compensation for termination of intercompany, Interstate intraLATA traffic will be at terminating access rates for MTS and originating access rates for 8YY Service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff provided however that such rates do not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through the Termination Date and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

7.8 SBC Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

Focal Communications Corporation, on behalf of Itself and all Current and Future Affiliated CLECs, including, but not limited to, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Wisconsin, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas, and Focal Communications Corporation of Missouri

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by SBC Operations, Inc, their authorized agent

Signature: Lauren E. Strickling

Signature: Rebecca L Sparks

Name: Lauren E. Strickling
(Print or Type)

Name: Rebecca L. Sparks

Title: Chief Regulatory Officer
(Print or Type)

Title: AVP – Local Interconnection Marketing

Date: 6/14/05

Date: JUN 08 2005

AECN/OCN:

California 8827
Connecticut 8941
Illinois 7721
Indiana 8654
Michigan 4088
Ohio 3701
Texas 4938

**AMENDMENT TO
INTERCONNECTION/RESALE AGREEMENTS
BY AND BETWEEN**

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Texas AND

**Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, and Focal Communications Corporation of Texas
AND**

Broadwing Communications, LLC

This Amendment to the Interconnection Agreements (the "Amendment") is dated as of August 31, 2005, by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Texas, (collectively, "SBC") and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas (collectively "Focal") and Broadwing Communications, LLC ("Broadwing"), with its principal offices at 1100 Capital of Texas Highway South, Austin, TX, 78746-6426.

WHEREAS, SBC and Focal are parties to certain Interconnection Agreements effective as of 9/22/2004; 10/27/1999; 9/18/2000; 6/28/2000; 12/8/2000; 10/27/2003; and, 10/24/2000; (the "Agreements"); and

WHEREAS, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas, are either integrating their operations with their affiliated company, Broadwing Communications, LLC and/or are transferring their assets to Broadwing, including, but not limited to, the Interconnection Agreements referenced above and all orders for facilities and circuits placed thereunder, and all facilities and circuits for service ordered pursuant to the tariffs of SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas; and,

WHEREAS, following the integration and/or transfer of assets described above, Broadwing Communications, LLC will supplant Focal as the certificated carrier providing intrastate telecommunications services in Illinois, Indiana, Michigan, Ohio, California, Connecticut and Texas and will become the named party under the existing Interconnection Agreements, and the parties wish to reflect the name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas, and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas and Broadwing Communications, LLC hereby agree as follows:

1. The Interconnection Agreements between SBC and Focal, referenced above, are hereby amended to reflect the name change, respectively, from "Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal

Communications Corporation of Ohio and Focal Communications Corporation of Texas," to "Broadwing Communications, LLC."

2. (a) SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, shall reflect the name changes, respectively, from "Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas," to "Broadwing Communications, LLC" on all BANs (Billing Account Numbers) for each of the accounts previously billed to Focal pursuant to the Interconnection Agreements. SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to their respective accounts and records, including to the services and items provided and/or billed under the Interconnection Agreements or Special Access arrangements other than in connection with any Broadwing submitted ASRs or LSRs as hereinafter described. Broadwing will submit all required LSRs and ASRs, as required by SBC existing operating practices and procedures, to the appropriate SBC companies to reflect the name change for all existing circuits or like facilities. The name change reflected in the LSRs and ASRs will allow Broadwing to continue to receive services relating to existing facilities and to order any additional services under all of the ACNA/OCNs, BANs and CLLI codes associated with the accounts formerly billed to Focal. Without limiting the foregoing, Broadwing Communications LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Focal with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, for those accounts and the services and items provided and/or billed thereunder or under the Interconnection Agreements or any Special Access arrangement.
- (b) Focal shall pay twenty-five thousand dollars (\$25,000) to SBC for the Name Change and all associated work by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas and its affiliates to reflect the transfer of all assets from Focal to Broadwing, as set forth in section V.B. of the settlement agreement dated May 31, 2005 between SBC Operation Inc., as agent for certain of its operating affiliates, and Focal Communications Corporation on behalf certain of its operating affiliates. The foregoing amount reflects the total aggregate charges for the Name Change for all states where Focal has an effective Interconnection Agreement with SBC and includes all charges for those states.
- (c) Per the terms and conditions set forth in the Collocation Memorandum of Understanding between Focal and SBC, dated August 31, 2005, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas shall submit a short version of the collocation application to SBC for each of its collocation arrangements, requesting a name and billing address change through the Collocation Application Portal (CAP).
3. Once this Amendment is effective, Broadwing Communications, LLC shall operate with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, under the "Broadwing Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadwing Communications, LLC, and labeling (including re-labeling) equipment and facilities with Broadwing Communications, LLC.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Interconnection Agreements, but rather, shall be coterminous with such Agreements.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this

Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into the Agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

7. This Amendment shall be effective in each of the respective states where the Interconnection Agreements are in effect, upon approval by the respective state regulatory bodies, i.e., the California Public Commission; the Department of Public Utility Control of Connecticut ("DPUC"); the Illinois Commerce Commission ("ICC"); the Indiana Utility Regulatory Commission ("IURC"); the Public Service Commission of Michigan ("MPSC"); the Public Utility Commission of Ohio ("PUCO"); and, the Public Utilities Commission of Texas ("PUCT").

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Texas by SBC Operations, Inc., its authorized agent

By: Kim D. Larsen
Name: Kim D. Larsen
(Print or Type)
Title: SVP, and General Counsel
(Print or Type)
Date: August 29, 2005

By: Mike Auinbauh
Name: Mike Auinbauh
(Print or Type)
Title: AVP-Local Interconnection Marketing
Date: SEP 01 2005

FACILITIES-BASED OCN # 8827 - CA
FACILITIES-BASED OCN # 9841 - CT
FACILITIES-BASED OCN # 7721 - IL
FACILITIES-BASED OCN # 8654 - IN
FACILITIES-BASED OCN # 4088 - MI
FACILITIES-BASED OCN # 3701 - OH
FACILITIES-BASED OCN # 4938 - TX

ACNA FOC

Broadwing Communications, LLC

By: Kim D. Larsen
Name: Kim D. Larsen
Title: SVP, and General Counsel

INDIANA TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that are adjacent or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area, or connecting wall.
- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 Intentionally left blank.
- 0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 Hybrid Loop is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 Intentionally left blank.
- 0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases

the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “business lines.”

- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A “DS1 Loop”, in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term “fiber-based collocator” shall not apply to AT&T or any affiliate of AT&T. In addition, in accordance with the SBC/AT&T merger condition,¹ AT&T must exclude AT&T Corp. and its affiliates as fiber-based collocators from the pre-merger wire center designations as of December 16, 2005. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.16 Intentionally left blank.
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).
- 0.1.19 Intentionally left blank.
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

¹ In re SBC Communications, Inc. and AT&T Corp. Applications for approval of Transfer of Control, WC Docket No. 05-65, Appendix F(2) (Nov. 17, 2005).

0.1.23 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements.

1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

- (i) [Intentionally left blank.]
- (ii) OCn level dedicated transport¹;
- (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- (iv) OCn loops;
- (v) the feeder portion of the loop as a stand alone UNE under Section 251;
- (vi) packet switching, including routers and DSLAMs;
- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities, except as provided for in Section 11.2 of this Attachment;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
- (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
- (xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.

1.3.2 For any TRO Affected Element that AT&T provides notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the transition involves only a billing change, the applicable record charge will be the only applicable charge. If the transition involves more than a billing change, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.
- 1.5 Intentionally Left Blank.
- 2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.**
- To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:
- 2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Indiana Utility Regulatory Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE- customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and

- CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions
- 2.1.3.3 When a CLEC converts from UNE-P to Total Resale the CLEC will only pay a record order charge. AT&T will determine the charges for a conversion from UNE-P to Local Wholesale Complete. For a conversion from UNE-P to UNE-Loop, AT&T may charge for physical work and any other applicable order charges.
- 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to rates determined by AT&T. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 Intentionally left blank.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.4.1. In accordance with Rule 51.319, AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated

Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.
- 3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.
- 3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.
- 3.2.2.3 Intentionally left blank.
- 3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR,

as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

- 4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Indiana Utility Regulatory Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:

4.1.1.1 AT&T may update the wire center list as changes occur.

- 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 4.1.1.4 In the event the CLEC disagrees with AT&T's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
- 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 High Capacity Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. AT&T shall continue to provide access to DS1 High Capacity Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 High Capacity Loops;
 - (b) CLEC's transition of DS1/DS3 High Capacity Loops to an alternative arrangement; or
 - (c) the Applicable Transitional Period.
- AT&T will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.
- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4. 1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the Indiana Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Indiana Commission, but before the Indiana Commission has made a determination regarding the wire center designation, AT&T's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification

within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Indiana Utility Regulatory Commission's website. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Indiana Utility Regulatory Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Indiana Utility Regulatory Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

4.2 Intentionally left blank.

- 4.3 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLECs' customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport Cross-connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.4 Intentionally left blank.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T INDIANA have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 Intentionally left blank.
- 4.8 Intentionally left blank.
- 4.9 Intentionally left blank.
- 4.10 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements.

- 5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in Indiana except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in Indiana under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 Intentionally left blank.

5.4 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section

251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

- 5.6 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 5.9, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.

6.0 EELs.

- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each

customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Intentionally left blank.
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.8 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Indiana with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Indiana, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.
 - 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.
 - 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

- 6.3.8.4 AT&T shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the IURC. Prior to bringing a dispute to the IURC under this section, however, CLEC shall provide notice of the dispute to AT&T so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the IURC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to AT&T to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the IURC for resolution of the dispute in which case no changes shall be made until the IURC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the IURC within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the IURC and if the IURC upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC.
- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the

Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 Intentionally left blank.

6.6 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not obligated to perform such activities.

8.1.4 Intentionally left blank.

8.1.5 Intentionally left blank.

8.1.6 AT&T may charge for (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), and (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, to the extent such equipment is not present on the loop or transport facility when ordered. The IURC has not established permanent rates for these three services. The parties agree on the following interim rates:

DS1 Repeater with trip: \$626.99

DS1 Repeater without trip: \$621.41

The parties agree that these interim rates are subject to true up after permanent rates are agreed upon or determined by the Commission.

Unless parties agree to permanent rates, the IURC will set permanent rates.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

8.2.1 AT&T shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not

obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Intentionally left blank.

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then AT&T may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, AT&T shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. AT&T may charge applicable service order charges or record change charges.

10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11. FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T’s Generic Interconnection Agreement.

11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC’s access to, or ability to tap the full capabilities of, a local loop or subloop. As such, AT&T’s modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC’s access to distribution subloop) shall not limit or restrict CLEC’s ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing

(TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13. Intentionally left blank.

14. Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 Notwithstanding Section 14.1, AT&T is required to provide access to facilities, including Entrance Facilities, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.3 The rate for an Entrance Facility, when obtained as an Interconnection Facility, shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in the Agreement. The rates for

other Interconnection Facilities, if not established by the Agreement, shall be in conformance with Section 251(c)(2)(D) of the Act.

- 14.4 CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.2. AT&T will perform such reclassification at no charge.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BROADWING COMMUNICATIONS, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T") and Broadwing Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Indiana.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated August 26, 1999 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" and "SBC Indiana"), now operates under the name "AT&T Indiana".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law”, “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing with such Commission (the “Amendment Effective Date”).
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party’s act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of March, 2006, by Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Broadwing Communications, LLC

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

By: Lawrence E. Strickling

By: Rebecca L. Sparks

Printed: Lawrence E. Strickling

Printed: Rebecca L. Sparks

Title: Chief Regulatory Officer
(Print or Type)

Title: Executive Director-Regulatory

Date: March 20, 2006

Date: MAR 23 2006

FACILITIES-BASED OCN # 8654

ACNA FOC

**RETAIL AND/OR RESALE CATALOG AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BROADWING COMMUNICATIONS, LLC**

This is a Retail and/or Resale Catalog Amendment (the "Amendment") to the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T Indiana") and Broadwing Communications, LLC ("CLEC") (collectively referred to as "the Parties") ("Agreement"), previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in *Wisconsin Bell v. Bie* concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, On July 1, 2007, AT&T Indiana moved the rates terms and conditions for retail Non-Basic Telecommunications Services (as defined by Indiana law) from the retail catalog to a new retail AT&T Indiana Service Guide; and,

WHEREAS, On or about October 1, 2007, AT&T Indiana will rename the AT&T Indiana Service Guide to AT&T Indiana Guidebook;

WHEREAS, effective July 1, 2008, the AT&T Indiana Catalog will no longer include the rates, terms and conditions of local exchange services made available for resale ("Resale Services"); and,

WHEREAS, The Parties need to amend their current Agreement to reflect the above-referenced changes.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

- 1.1 The Recitals herein are incorporated into this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

- 2.1.1 All references in the Agreement, if any, to retail tariff and/or catalog, or the like, shall be deemed to include the AT&T Indiana Service Guide, which will be renamed the AT&T Indiana Guidebook on or about October 1, 2007. For purposes of this Amendment the terms "AT&T Indiana Service Guide" and "AT&T Indiana Guidebook" have the same meaning and are hereinafter referred to as "Guidebook".
- 2.1.2 Upon the Effective Date of this Amendment, all references to retail tariff shall automatically incorporate herein the rates, terms and conditions (or otherwise) contained in the Guidebook, as applicable.
- 2.1.3 Any changes to the rates, terms and conditions of the Guidebook are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.1.4 All references in the Agreement (including, without limitation, all appendices and attachments thereto) to AT&T Indiana's Retail and Resale Catalog will be removed and will no longer be considered incorporated or made a part of this Agreement effective July 1, 2008.
- 2.1.5 When CLEC's End User(s) subscribes to AT&T Indiana's resold services, non-recurring and recurring charges for the service shall apply at the rates set forth in retail tariff and/or Guidebook minus the applicable Indiana state avoided cost discount. AT&T Indiana's resold telecommunication services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

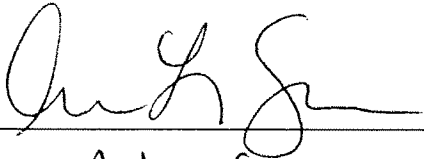
- 5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Agreement to be executed in duplicate as of this 8th day of October 2007.

Broadwing Communications, LLC

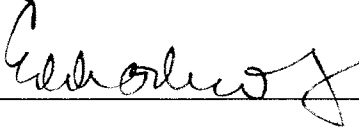
By: 

Printed: Andrea Gavallas

Title: Vice President
(Print or Type)

Date: 9/27/2007

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

By: 

Printed: **Eddie A. Reed, Jr.**

Title: **Director - Contract Management**

Date: 10-8-07

UNE OCN#
RESALE OCN#
FACILITIES-BASED OCN# 8654
ACNA FOC

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BROADWING COMMUNICATIONS, LLC**

The Interconnection Agreement effective October 27, 1999 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana ("AT&T Indiana")¹ and Broadwing Communications, LLC ("Broadwing") ("Agreement") effective in the State of Indiana is hereby amended as follows:

1. Article XXIX Effectiveness; Term is amended by adding the following section:

XXIX.2.1 Notwithstanding anything to the contrary in this Article XXIX, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Broadwing, by AT&T Indiana pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T Indiana shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

Broadwing Communications, LLC

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

By: *Jamie Mayer*
Name: Jamie Mayer
(Print or Type)

By: *Eddie A. Reed, Jr.*
Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Senior Director, Interconnection
Services
(Print or Type)

Title: Director - Interconnection Agreements

Date: 2-28-08

Date: 3.21.08

SWITCH-BASED OCN # 8654

UNE OCN # _____

RESALE OCN # _____

ACNA FOC

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T") and Broadwing Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Indiana.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 10/27/1999 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Indiana Utility Regulatory Commission's ("IN-URC's") Order in Cause No. 42857 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Indiana Order"); and

WHEREAS, on June 4, 2008, the United States District Court for the Southern District of Indiana issued an order reversing, in part, the Indiana Order; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the Indiana TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
 - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.4;
 - 1.3 The clause " serves a Mass Market Customer and " is deleted from the text of Section 0.1.5; and
 - 1.4 The text of Section 0.1.6 is removed in its entirety and replaced with "Intentionally left blank."
 - 1.5 The sentence "The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers." is deleted from the text of Section 11.2.
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.

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

4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IN-URC and shall become effective ten (10) days following approval by such Commission.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Broadwing Communications, LLC

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

By: Janice Mayer

By: Eddie Reed, Jr.

Printed: Janice Mayer

Printed: Eddie A. Reed, Jr.

Title: Sr. Dir - Interconnect Services
(Print or Type)

Title: Director - Interconnection Agreements

Date: 3/23/09

Date: 4.2.09

Resale OCN -
UNE OCN -
Switch Based OCN - 8654
ACNA FOC

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Gary Black, Jr.
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: VP Carrier Relations
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 03 Mar 2015

Date: 04 Mar 2015

Broadwing Communications, LLC

**Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA**

State	CLEC OCN
INDIANA	8654

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA** ("**AT&T INDIANA**") (previously referred to as "SBC Indiana") and Broadwing Communications, LLC ("Broadwing" or "CLEC"). **AT&T INDIANA** and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Indiana.

WITNESSETH:

WHEREAS, **AT&T INDIANA** and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective October 27, 1999 (the "Agreement"); and,

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recital, the terms and conditions contained herein, and Pricing Sheet(s) attached hereto as Exhibit 1, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend Article IV (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement to add the following Section IV.7:

IV.7 Entrance Facilities

IV.7.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Broadwing's network with **AT&T INDIANA**'s network. Specifically, Entrance Facilities connect Broadwing's network from Broadwing's Switch or Point of Presence ("POP") within the LATA to the **AT&T INDIANA** Serving Wire Center of such Switch or POP.

IV.7.2 Broadwing may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in **AT&T INDIANA**'s network when Broadwing submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. The Parties do not agree whether Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use Facilities") qualify, in whole or in part, for the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, which disagreement is subject to the Lawsuit (as defined in Section 6 below). Such Mixed Use Facilities will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Indiana tariff and/or Federal tariff, but subject to Section 5 below.

IV.7.3 Broadwing may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3) of

the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing's customer and Broadwing's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups. The Parties do not agree whether the services in (iii) above qualify in whole or in part for the rates set forth in the Pricing Sheet(s), which is also subject to the Lawsuit. Subject to Section 5 below, the services will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Indiana tariff.

- IV.7.4 If **AT&T INDIANA** determines that Broadwing is sending traffic over an Entrance Facility other than as set forth in Section IV.7.2, **AT&T INDIANA** shall notify Broadwing of such non-compliance, and Broadwing shall cure such non-compliance within 45 days of such notice. If Broadwing does not cure such non-compliance within 45 days, notwithstanding other terms of the Agreement, **AT&T INDIANA** reserves its rights to convert non-compliant facilities to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 5. 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 ("Change of Law") that were the basis or rationale for any rate(s), terms(s) and/or condition (s) of this Amendment, which are preserved by this Amendment, and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, either Party may require modification consistent with the action of the Change of Law Event by providing a written request to negotiate an amendment.
 6. Broadwing has asserted claims against **AT&T INDIANA** in a lawsuit styled *Broadwing Communications, LLC, et al. v. Illinois Bell Telephone Company et al.*, Case No. 4:13cv1080, pending in the United States District Court for the Eastern District of Missouri (the "Lawsuit"). The Parties agree this Amendment is not an admission with respect to any of the issues, arguments, claims, and counterclaims asserted in the Lawsuit. This Amendment, or the fact that the Parties entered into this Amendment, cannot be used for any purpose in the Lawsuit. By entering into this Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the issues, arguments, claims and counterclaims raised by either Party in the Lawsuit.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. This Amendment shall be filed with and is subject to approval by the Indiana Utility Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

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
2	IN	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 1	UZ1	UEYB1	1	\$ 38.48	NA	NA	
2	IN	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 2	UZ1	UEYB2	2	\$ 38.48	NA	NA	
2	IN	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 3	UZ1	UEYB3	3	\$ 51.07	NA	NA	
2	IN	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 1	UZ3	UEYC1	1	\$ 506.05	NA	NA	
2	IN	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 2	UZ3	UEYC2	2	\$ 506.05	NA	NA	
2	IN	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 3	UZ3	UEYC3	3	\$ 665.80	NA	NA	
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ1	CZ4X1	1	\$ 11.10	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ1	CZ4X2	2	\$ 11.10	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ1	CZ4X3	3	\$ 11.10	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ1	1YZX1	1	\$ 1.65	NA	NA	Per Mile
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ1	1YZX2	2	\$ 1.65	NA	NA	Per Mile
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ1	1YZX3	3	\$ 1.65	NA	NA	Per Mile
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ3	CZ4X1	1	\$ 106.79	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ3	CZ4X2	2	\$ 106.79	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ3	CZ4X3	3	\$ 106.79	NA	NA	Per Point of Termination
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ3	1YZX1	1	\$ 28.62	NA	NA	Per Mile
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ3	1YZX2	2	\$ 28.62	NA	NA	Per Mile
2	IN	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ3	1YZX3	3	\$ 28.62	NA	NA	Per Mile
2	IN	Multiplexing	DS3 to DS1 - Zone 1	UZ3	QM3X1		\$ 260.24	NA	NA	
2	IN	Multiplexing	DS3 to DS1 - Zone 2	UZ3	QM3X2		\$ 260.24	NA	NA	
2	IN	Multiplexing	DS3 to DS1 - Zone 3	UZ3	QM3X3		\$ 260.24	NA	NA	

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

BROADWING COMMUNICATIONS, LLC

Signature: eSigned - Gary Black, Jr.

Signature: eSigned - William Bockelman

Name: eSigned - Gary Black, Jr.
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: VP-Carrier Relations
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 21 Feb 2017

Date: 22 Feb 2017

Broadwing Communications, LLC

**Indiana Bell Telephone Company Incorporated d/b/a
 AT&T Indiana and The Ohio Bell Telephone Company
 d/b/a AT&T OHIO by AT&T Services, Inc., its
 authorized agent**

State	CLEC OCN
INDIANA	8654
OHIO	3701

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA**

This amendment ("Amendment") amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T") and Broadwing Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 27, 1999 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to 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

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Customer Information Services, 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. **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 A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, 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.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. The Parties agree to add the following language as Section XXXV.21 to Article XXXV of the Agreement.

XXXV.21 Joint and Several Liability

- XXXV.21.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

6. The Parties agree to replace Section XXXV.6 from the Agreement with the following language:

XXXV.6. Notices

- XXXV.6.1 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:

XXXV.6.1.1 delivered by electronic mail (email).

XXXV.6.1.2 delivered by facsimile.

XXXV.6.2 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:

XXXV.6.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section XXXV.6.4 below.

XXXV.6.2.2 delivered by facsimile provided CLEC has provided such information in Section XXXV.6.4 below.

XXXV.6.3 Notices will be deemed given as of the earliest of:

XXXV.6.3.1 the date of actual receipt.

XXXV.6.3.2 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.

XXXV.6.3.3 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.

XXXV.6.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	ATTN: General Counsel - Regulatory
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-4537
FACSIMILE NUMBER	(720) 567-2209
EMAIL ADDRESS	michael.mooney@level3.com

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP-Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.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.

XXXV.6.5 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 XXXV.6. 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.

XXXV.6.6 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 XXXV.6 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

XXXV.6.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

XXXV.6.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

XXXV.6.7 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.

7. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
8. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 8.1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
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 all States except Arkansas, Ohio, California, and Wisconsin: 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 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) calendar days after the mailing date of the final order approving this Amendment.

EXHIBIT A
ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	3
2.0 Definitions	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 LISTINGS	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA).....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

- 2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:
 - 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
 - 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
- 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
- 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS

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 (Effective Through 6/30/17)	OHU	USG15		0.0007			MOU
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 (Effective 7/01/17)	OHU	USG15		\$0.00			MOU
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 switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding 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	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	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 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	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount for Resale
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This amendment ("Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and Broadwing Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 27, 2000 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to 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

WHEREAS, the Parties agree to add terms and conditions related to Performance Measurements to the Agreement; and

WHEREAS, AT&T OHIO, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"), and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes, and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Customer Information Services, Exhibit B – Attachment 9 - Performance Measurements, 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. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, 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 C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**

- 4.1. 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.
5. **Customer Information Services (CIS)**
- 5.1. With the exception of 5.3 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.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
- 5.3. **Add the following provisions to the Attachment or Appendix for Resale**
- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
6. **Midwest Region Performance Measures and Remedies Plan (applicable in the states of Illinois, Indiana, Michigan, Ohio and Wisconsin):**
- 6.1. The Parties agree that the terms and conditions set forth in the Performance Measurements, Exhibit B attached hereto, shall be incorporated into the Agreement.
- 6.2. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
7. The Parties agree to add the following language as Section XXX.19 to Article XXX of the Agreement.

XXX.19 Joint and Several Liability

XXX.19.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC’s company codes or identifiers, all such entities shall be jointly and severally liable for CLEC’s obligations under this Agreement.

8. The Parties agree to replace Section XXX.10 from the Agreement with the following language:

XXX.10. Notices

XXX.10.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXX.10.1.1 delivered by electronic mail (email).

XXX.10.1.2 delivered by facsimile.

XXX.10.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXX.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section XXX.10.4 below.

XXX.10.2.2 delivered by facsimile provided CLEC has provided such information in Section XXX.10.4 below.

XXX.10.3 Notices will be deemed given as of the earliest of:

XXX.10.3.1 the date of actual receipt.

XXX.10.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

XXX.10.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.

XXX.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	ATTN: General Counsel - Regulatory
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-4537
FACSIMILE NUMBER	(720) 567-2209
EMAIL ADDRESS	michael.mooney@level3.com

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP-Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021

PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.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.

XXX.10.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section XXX.10. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

XXX.10.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section XXX.10 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

XXX.10.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

XXX.10.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

XXX.10.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

9. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

10. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 8.1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing

in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.

11. 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.
12. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
13. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
14. 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.
15. For all States except Arkansas, Ohio, California, and Wisconsin: 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 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) calendar days after the mailing date of the final order approving this Amendment.

EXHIBIT A
ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction.....	3
2.0 Definitions	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 LISTINGS	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA).....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

- 2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:
 - 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
 - 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
- 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
- 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

EXHIBIT B
ATTACHMENT 09 –
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 General Provisions	3
2.0 Region-specific Provisions	3

1.0 General Provisions

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment 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-21STATE 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 Commission decisions/regulations and within this Agreement.
- 1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) 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. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE 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-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

- 2.1 AT&T MIDWEST REGION 5-STATE Requirements:
- 2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.
- 2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.
- 2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:
- 2.1.3.1 Illinois – 83 IL. Administrative Code Part 731
- 2.1.3.2 Indiana – Cause No. 41657
- 2.1.3.3 Michigan – Case No. U-11830
- 2.1.3.4 Ohio – Case No. 00-942-TP-COI

- 2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)
- 2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.
- 2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 of the AT&T MIDWEST REGION 5-STATE Remedy Plan.
- 2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:
 - 2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.
- 2.4 AT&T SOUTHWEST REGION 5-STATE Requirements:
 - 2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.
- 2.5 AT&T CALIFORNIA Requirements:
 - 2.5.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/l. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.
- 2.6 AT&T NEVADA Requirements:
 - 2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

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
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 (Effective Through 6/30/17)	OHU	USG15		0.0007			MOU
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 (Effective 7/01/17)	OHU	USG15		\$0.00			MOU
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) where applicable, 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	\$ 1,800.00	per switch, 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 OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	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 LISTING PRODUCT	DA Listings - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

AND

BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.

Signature: eSigned - William Bockelman

Name: eSigned - Gary Black, Jr.
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: VP-Carrier Relations
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 18 Sep 2018

Date: 24 Sep 2018

Broadwing Communications, LLC

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS,
 Indiana Bell Telephone Company Incorporated d/b/a
 AT&T INDIANA, Michigan Bell Telephone Company
 d/b/a AT&T MICHIGAN, The Ohio Bell Telephone
 Company d/b/a AT&T OHIO by AT&T Services, Inc., its
 authorized agent

State	CLEC OCN
ILLINOIS	7721
INDIANA	8654
MICHIGAN	4088
OHIO	3701

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE
COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A
AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2020.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
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 Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. However, for all states, the Amendment shall be implemented as of January 1, 2019 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2019, remedies are effective with February 2019 performance data which will be reported in March 2019 with remedies due being payable in April 2019.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Broadwing Communications, LLC	Interconnection	9/22/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Broadwing Communications, LLC	Interconnection	10/27/1999
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Broadwing Communications, LLC	Interconnection	3/29/2001
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Broadwing Communications, LLC	Interconnection	9/27/2000

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

BROADWING COMMUNICATIONS, LLC

Signature: eSigned - Gary Black, Jr.

Signature: eSigned - Kristen Shore

Name: eSigned - Gary Black, Jr.
(Print or Type)

Name: eSigned - Kristen Shore
(Print or Type)

Title: VP-Carrier Relations
(Print or Type)

Title: AVP Regulatory
(Print or Type)

Date: 17 Feb 2020

Date: 17 Feb 2020

Broadwing Communications, LLC

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

State	CLEC OCN
INDIANA	8654

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA**

This Amendment ("Amendment") amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T") and Broadwing Communications, LLC ("Broadwing Communications, LLC"). AT&T and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Broadwing Communications, LLC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 27, 1999 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section IV.7 in Article IV (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement with the following

IV.7 Entrance Facilities

IV.7.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Level 3's network with AT&T's network. Specifically, Entrance Facilities connect Level 3's network from Level 3's Switch or Point of Presence ("POP") within the LATA to the AT&T Serving Wire Center of such Switch or POP.

IV.7.2 To resolve Broadwing Communications, LLC asserted claims against AT&T, and AT&T asserted counterclaims against Level 3, in a lawsuit styled Level 3 Communications, LLC, et al. v. Illinois Bell Telephone Company, et al., Case No. 4:13cv1080, in the United States District Court for the Eastern District of Missouri (the "Lawsuit"), Broadwing Communications, LLC may convert an Entrance Facility purchased from an AT&T tariff and/or service guidebook to an Entrance Facility as described in IV.7.3 below only when Broadwing Communications, LLC provides 90 days of verifiable evidence that more than 90% of the traffic sent by Broadwing Communications, LLC over the particular Entrance Facility is 251(b)(5) Traffic ("Convert"). If Broadwing Communications, LLC submits an order to Convert an Entrance Facility but fails to provide verifiable evidence, or the verifiable evidence fails to demonstrate the 90% standard, then AT&T may reject such order. If Broadwing Communications, LLC submits an order to Convert an Entrance Facility subject to the Lawsuit, AT&T will either waive or credit any Early Termination Fees or Non-Recurring Charges associate with the Conversion order. This Section IV.7.2 only applies to the facilities that were in dispute in the Lawsuit.

IV.7.3 Broadwing Communications, LLC may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s), when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T's network when Broadwing Communications, LLC submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. Broadwing Communications, LLC may not purchase Entrance Facilities for Mixed Use, i.e., Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use"), for the rates set forth in the Pricing Sheet(s). Such Mixed-Use facilities will not be provided pursuant to this Agreement as amended but may be provided pursuant to the applicable AT&T tariff and/or service guidebook.

IV.7.4 Broadwing Communications, LLC may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section

251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing Communications, LLC's customer and Broadwing Communications, LLC's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups.

- IV.7.5 If AT&T determines that Broadwing Communications, LLC is sending traffic over an Entrance Facility other than as set forth in Sections IV.7.2 or IV.7.3, AT&T shall notify Broadwing Communications, LLC of such non-compliance, and Broadwing Communications, LLC shall cure such non-compliance within 45 days of such notice. If Broadwing Communications, LLC does not cure such noncompliance within 45 days, notwithstanding other terms of the Agreement, AT&T reserves its rights to convert any non-compliant facility to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
3. Delete Section 6 of Amendment – Entrance Facility, which contains reservation of rights language and was executed between the Parties in 2015.
 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 6. 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.
 7. For Indiana: 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.

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

BROADWING COMMUNICATIONS, LLC

Signature: eSigned - Gary Black, Jr.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Gary Black, Jr.
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: VP- Carrier Relations
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 12 Apr 2022

Date: 14 Apr 2022

Broadwing Communications, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	---	---	8654

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA**

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA (“AT&T”) and Broadwing Communications, LLC (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), approved September 22, 2004 and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2017 (“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

WHEREAS, the Parties desire to add attachment Operations Support Systems (OSS); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 (“Resale Embedded Base”), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User’s existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions

shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - 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. AT&T will provide notice of such change.
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)
 - 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 6 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. AT&T will provide notice of such change.

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)
 - 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 7 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. AT&T will provide notice of such change.
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)
 - 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 8 for any new DS3 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. AT&T will provide notice of such change.
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)
 - 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 9 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. AT&T will provide notice of such change.
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 as required by each region. 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. The Parties agree to add Attachment 07 - Operations Support Systems (OSS) attached hereto as Exhibit B.
 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. 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.

ATTACHMENT 16b – 251(b)(1) RESALE

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 INTRODUCTION	3
2.0 GENERAL PROVISIONS	3
3.0 PRICING AND DISCOUNTS	4
4.0 RESPONSIBILITIES OF PARTIES	4
5.0 BILLING AND PAYMENT OF RATES AND CHARGES.....	5
6.0 ANCILLARY SERVICES	6
7.0 SUSPENSION OF SERVICE.....	6

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 orders from AT&T-21STATE, including Resale Services that were ordered 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 Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

EXHIBIT B
ATTACHMENT 07
OPERATIONS SUPPORT SYSTEMS

TABLE OF CONTENTS

<u>Section Number</u>	<u>Page Number</u>
1.0 Introduction.....	3
2.0 Definitions.....	3
3.0 General Provisions.....	3
4.0 Pre-Ordering	5
5.0 Ordering	6
6.0 Provisioning.....	6
7.0 Maintenance/Repair.....	7
8.0 Billing.....	8
9.0 Data Connection Security Requirements	8
10.0 Miscellaneous	12
11.0 Service Bureau Provider Arrangements for Shared Access to OSS	12

1.0 Introduction

- 1.1 This Attachment 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 AT&T-21STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).
- 1.2 Should AT&T-21STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-21STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-21STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

- 3.1 AT&T-21STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-21STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.4 AT&T-21STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.
- 3.5 CLEC shall advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.
- 3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-21STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T's CLEC Online website.
- 3.7 CLEC must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.
- 3.8 Prior to initial use of AT&T-21STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.
- 3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces.
- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.

- 3.11 AT&T-21STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-21STATE's electronic interfaces, AT&T-21STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to AT&T-21STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-21STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE'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-21STATE for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used 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.
- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 AT&T-21STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.
- 3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE 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-21STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.
- 3.15.5 In the event AT&T-21STATE has good cause to believe that CLEC has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE 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 CLEC shall provide to AT&T-

21STATE 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.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 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-21STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-21STATE shall have the right to conduct an audit of CLEC's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, 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 Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-21STATE 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-21STATE'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-21STATE 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-21STATE. If CLEC fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-21STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

4.3 CLEC shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

5.1 AT&T-21STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-21STATE to provision in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-21STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-21STATE ordering requirements. AT&T-21STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T-21STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-21STATE an FOC per the guidelines located on AT&T's CLEC Online website.

5.5 When an AT&T-21STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-21STATE provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-21STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-21STATE provided ICA Services is converted to another CLEC's service using any AT&T-21STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-21STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.

5.6 AT&T-21STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

6.1 AT&T-21STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess additional labor charges set forth in the AT&T Interstate Access Access Guidebook.

6.3 Maintenance of Services charges apply if AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision due to the incorrect/incomplete information provided. AT&T-21STATE will assess the No Trouble Found/Maintenance of Service and/or Non-Productive Dispatch charges as set forth in the AT&T Interstate Access Guidebook.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-21STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

7.0 Maintenance/Repair

7.1 AT&T-21STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T-21STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-21STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-21STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.

7.8 CLEC will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.

- 7.9 AT&T-21STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.10 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply if CLEC reports a trouble on an AT&T-21STATE ICA Service and no trouble is found in AT&T-21STATE's network, and for any dispatching and testing (both inside and outside the Central Office) required by AT&T-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.11 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply if AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.). AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.12 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.
- 7.13 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply 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.
- 7.14 If CLEC issues a trouble report allowing AT&T-21STATE access to End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Maintenance of Service or Non-Productive Dispatch charges apply for the period of time that AT&T-21STATE personnel are dispatched at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.15 The Maintenance of Service or Non-Productive Dispatch charge applies for each AT&T worker dispatched, for the time from dispatch to the time when the service call is completed, including all travel time. Charges will be calculated per half hour, rounded up to the next half hour, and billed as First Half Hour and Each Additional Half Hour or Fraction Thereof. Hourly rates are defined in the AT&T Interstate Access Guidebook.
- 7.15.1 Additional Labor is that labor requested by the CLEC on a given service and agreed to by AT&T. Additional Labor terms, conditions, and charges may be accessed in the AT&T Interstate Access Guidebook.

8.0 Billing

- 8.1 AT&T-21STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.
- 8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.
- 8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable
- 8.1.1.2 When a CLEC elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

9.0 Data Connection Security Requirements

- 9.1 CLEC agrees to comply with AT&T-21STATE data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity.

To the extent there is a conflict between this Section 9.0 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
- 9.3 Joint Security Requirements:
- 9.3.1 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.).
- 9.3.2 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.
- 9.3.3 CLEC shall immediately notify AT&T-21STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.3.4 The 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.
- 9.3.5 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's or AT&T-21STATE's 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.
- 9.3.6 The 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.
- 9.4 Additional Responsibilities of the Parties:
- 9.4.1 Modem/DSU Maintenance And Use Policy:
- 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.
- 9.4.2 Monitoring:
- 9.4.2.1 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.

- 9.4.3 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.
- 9.4.4 In the event that one (1) 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.
- 9.4.5 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.
- 9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
- 9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive 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-21STATE, respectively, as the providers of the computer, network or information in question.
- 9.5.2 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.
- 9.6 General Policies:
- 9.6.1 Each Party's resources are for approved this Agreement's business purposes only.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.6.5 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.
- 9.7 User Identification:

- 9.7.1 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.
 - 9.7.2 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.
 - 9.7.3 User IDs will be revalidated on a monthly basis.
- 9.8 User Authentication:
- 9.8.1 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.
 - 9.8.2 Passwords must not be stored in script files.
 - 9.8.3 Passwords must be entered by the user.
 - 9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. 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.
 - 9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
 - 9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
 - 9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.
- 9.9 Access and Session Control:
- 9.9.1 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.
 - 9.9.2 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.
- 9.10 User Authorization:
- 9.10.1 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.
- 9.11 Software and Data Integrity:
- 9.11.1 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.
 - 9.11.2 All 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.
 - 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
 - 9.11.4 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.

9.12 Monitoring and Audit:

9.12.1 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(n) (AT&T 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."

9.12.2 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.

10.0 Miscellaneous

10.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, and provisioning and shall be at the applicable rates set forth in the Pricing Schedule. Maintenance of Service, Non-Productive Dispatch, and additional labor charges shall be at the applicable rates set forth in the AT&T Interstate Access Guidebook.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T-21STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CLEC, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-21STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T-21STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T-21STATE 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-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

- 11.1.2 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.
- 11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-21STATE 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.
- 11.2 AT&T-21STATE 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-21STATE'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-21STATE's OSS) which could not be avoided by AT&T-21STATE 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.

Exhibit B

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Last Party Signed/Approved Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Broadwing Communications, LLC	Interconnection	Approved: 09/27/2000
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Broadwing Communications, LLC	Interconnection	Signed: 12/08/2000

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Rate Class 1)	MUJ++, EE7LX, UOB++, UOR++	U2QX1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Rate Class 2)	MUJ++, EE7LX, UOB++, UOR++	U2QX2	2

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Rate Class 3)	MUJ++, EE7LX, UOB++, UOR++	U2QX3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Rate Class 1)	MUJ++, EE7MX, UOB++, UOR++	4U1X1	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Rate Class 2)	MUJ++, EE7MX, UOB++, UOR++	4U1X2	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Rate Class 3)	MUJ++, EE7MX, UOB++, UOR++	4U1X3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Rate Class 1)	MUJ++, EE7NX, UOB++, UOR++	U4D31	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Rate Class 2)	MUJ++, EE7NX, UOB++, UOR++	U4D32	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Rate Class 3)	MUJ++, EE7NX, UOB++, UOR++	U4D33	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	2SLA1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	2SLA2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	2SLA3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	2SLC1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	2SLC2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	2SLC3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	2SLB1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	2SLB2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	2SLB3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	2SLD1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	2SLD2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	2SLD3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	UWRA1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	UWRA2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	UWRA3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	2SLF1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	2SLF2	2

PRICING SHEETS

14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	2SLF3	3
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	MUJ++, UOB++, UOR++	4SL11	1
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	MUJ++, UOB++, UOR++	4SL12	2
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	MUJ++, UOB++, UOR++	4SL13	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Class 1 - Rural	MUJ++, UOB++, UOR++	UY5F1	1
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Class 2 - Suburban	MUJ++, UOB++, UOR++	UY5F2	2
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Class 3 - Metro	MUJ++, UOB++, UOR++	UY5F3	3
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
14	IN	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	IN	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	IN	LOOP MODIFICATION	xDSL Conditioning DSL Conditioning Options - >12KFT Removal of Repeater Options (per unit removed)	MUJ++, UOB++, UOR++	NRBXV	
14	IN	LOOP MODIFICATION	xDSL Conditioning DSL Conditioning Options - >12KFT Removal Excessive Bridged Tap Option (per unit removed)	MUJ++, UOB++, UOR++	NRBXW	
14	IN	LOOP MODIFICATION	xDSL Conditioning DSL Conditioning Options - >12KFT Removal of Load Coil (per unit removed)	MUJ++, UOB++, UOR++	NRBXZ	
14	IN	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	
14	IN	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	IN	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	IN	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3) Res/Bus Analog/2-W digital Loop, Initial Request, Install	MUJ++, UOB++, UOR++	SEPUP	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-w digital Loop, Initial Request, Disconnect	MUJ++, UOB++, UOR++	NKCG6	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Disconnect Service Order Charge	MUJ++, UOB++, UOR++	NR9OE	

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-W digital Loop, Subsequent Request	MUJ++, UOB++, UOR++	REAH9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-W digital Loop, record Request	MUJ++, UOB++, UOR++	NR9UP	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-W digital Loop Line Connection Loop Charge, Initial, Install	MUJ++, UOB++, UOR++	SEPUC	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-W digital Loop Line Connection Charge, Initial, Disconnect	MUJ++, UOB++, UOR++	NKCG7	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Une Analog Loop Disconnect Charge Per Termination	MUJ++, UOB++, UOR++	NR9OG	
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Analog/2-W digital Loop Line Connection Charge, Additional, Install	MUJ++, UOB++, UOR++	1CRG7	
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Line Connection Add or Change	MUJ++, UOB++, UOR++	REAH5	
14	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 Res/Bus Standalone Line Connection Charge, Additional, Disconnect	MUJ++, UOB++, UOR++	NKCG5	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Service Provisioning, Initial, Install	MUJ++, UOB++, UOR++	1CRG1	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Service Provisioning, Initial, Disconnect	MUJ++, UOB++, UOR++	NKCG1	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Service Provisioning, Additional, Install	MUJ++, UOB++, UOR++	1CRG2	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Service Provisioning, Additional, Disconnect	MUJ++, UOB++, UOR++	NKCG2	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Loop, Administrative Activity, Install	MUJ++, UOB++, UOR++	NR9OR	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges (Excluding DS3 DS1 Loop, Administrative Activity, Disconnect	MUJ++, UOB++, UOR++	NR9OT	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Administrative	MUJ++, UOB++, UOR++	NR9OY	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Design & Central Office	MUJ++, UOB++, UOR++	NR9O1	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Customer Connection	MUJ++, UOB++, UOR++	NR9O3	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Service Provisioning, Initial, Install	MUJ++, UOB++, UOR++	1CRG3	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Service Provisioning, Initial, Disconnect	MUJ++, UOB++, UOR++	NKCG3	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Service Provisioning, Additional, Install	MUJ++, UOB++, UOR++	1CRG4	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Service Provisioning, Additional, Disconnect	MUJ++, UOB++, UOR++	NKCG4	

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop, Administrative Activity, Disconnect	MUJ++, UOB++, UOR++	NR9OZ	
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - Rate Group 3	XHG++, XGG++	U7SPA	3
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7SPB	2
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7SPC	1
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - Rate Group 3	XHK++, XGK++	U7SPA	3
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7SPB	2
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - Rate Group 1	XHK++, XGK++	U7SPC	1
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7SPA	3
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - Rate Group 2	XHW++, XGW++	U7SPB	2
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - Rate Group 1	XHW++, XGW++	U7SPC	1
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7SPA	3
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7SPB	2
13MR-SL	IN	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7SPC	1
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - Rate Group 3	XHG++, XGG++	U7SQA	3
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7SQB	2
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7SQC	1
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - Rate group 3	XHK++, XGK++	U7SQA	3
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7SQB	2
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - Rate Group 1	XHK++, XGK++	U7SQC	1
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7SQA	3
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - Rate Group 2	XHW++, XGW++	U7SQB	2
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - Rate group 1	XHW++, XGW++	U7SQC	1
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7SQA	3
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7SQB	2
13MR-SL	IN	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7SQC	1
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - Rate group 3	XHG++, XGG++	U7SRA	3
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7SRB	2
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7SRC	1
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - Rate Group 3	XHK++, XGK++	U7SRA	3
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7SRB	2
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - Rate group 1	XHK++, XGK++	U7SRC	1
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7SRA	3
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - Rate group 2	XHW++, XGW++	U7SRB	2
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - Rate Group 1	XHW++, XGW++	U7SRC	1
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7SRA	3
13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7SRB	2

PRICING SHEETS

13MR-SL	IN	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7SRC	1
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - Rate group 3	XHG++, XGG++	U7SSA	3
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7SSB	2
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7SSC	1
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - Rate Group 3	XHK++, XGK++	U7SSA	3
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7SSB	2
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - Rate Group 1	XHK++, XGK++	U7SSC	1
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7SSA	3
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - Rate Group 2	XHW++, XGW++	U7SSB	2
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - Rate Group 1	XHW++, XGW++	U7SSC	1
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7SSA	3
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7SSB	2
13MR-SL	IN	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7SSC	1
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - Rate group 3	XHG++, XGG++	U7STA	3
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7STB	2
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7STC	1
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - Rate Group 3	XHK++, XGK++	U7STA	3
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7STB	2
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - Rate Group 1	XHK++, XGK++	U7STC	1
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7STA	3
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - Rate Group 2	XHW++, XGW++	U7STB	2
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - Rate Group 1	XHW++, XGW++	U7STC	1
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7STA	3
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7STB	2
13MR-SL	IN	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7STC	1
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - Rate Group 3	XHG++, XGG++	U7SUA	3
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - Rate Group 2	XHG++, XGG++	U7SUB	2
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - Rate Group 1	XHG++, XGG++	U7SUC	1
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - Rate Group 3	XHK++, XGK++	U7SUA	3
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - Rate Group 2	XHK++, XGK++	U7SUB	2
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - Rate Group 1	XHK++, XGK++	U7SUC	1
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - Rate Group 3	XHW++, XGW++	U7SUA	3
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - Rate Group 2	XHW++, XGW++	U7SUB	2
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - Rate Group 1	XHW++, XGW++	U7SUC	1
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - Rate Group 3	XHY++, XGY++	U7SUA	3
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - Rate Group 2	XHY++, XGY++	U7SUB	2
13MR-SL	IN	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - Rate Group 1	XHY++, XGY++	U7SUC	1

PRICING SHEETS

13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire Analog - Rate Group 3	XHG++, XGG++		3
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire Analog - Rate Group 2	XHG++, XGG++		2
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire Analog - Rate Group 1	XHG++, XGG++		1
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire Analog - Rate Group 3	XHK++, XGK++		3
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire Analog - Rate Group 2	XHK++, XGK++		2
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire Analog - Rate Group 1	XHK++, XGK++		1
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire DSL - Rate Group 3	XHW++, XGW++		3
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire DSL - Rate Group 2	XHW++, XGW++		2
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire DSL - Rate Group 1	XHW++, XGW++		1
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire DSL - Rate Group 3	XHY++, XGY++		3
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire DSL - Rate Group 2	XHY++, XGY++		2
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 4 Wire DSL - Rate Group 1	XHY++, XGY++		1
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - Rate Group 3	XHQ++, XGQ++		3
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - Rate Group 2	XHQ++, XGQ++		2
13MR-SL	IN	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - Rate Group 1	XHQ++, XGQ++		1
13MR-SL	IN	SUB-LOOPS	Non-Recurring Charges 2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	IN	SUB-LOOPS	Non-Recurring Charges 4-Wire Analog Sub-Loop	XHK++, XGK++		
13MR-SL	IN	SUB-LOOPS	Non-Recurring Charges 2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	IN	SUB-LOOPS	Non-Recurring Charges 4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	IN	SUB-LOOPS	Non-Recurring Charges 2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	IN	SUB-LOOPS	Service Order Charge Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	IN	SUB-LOOPS	Service Order Charge Line Connection Add or change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	IN	SUB-LOOPS	Service Order Charge Line Connection per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 4-Wire	MUJ++, UOB++, UOR++	CXCT4	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++	CXCDX	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++	CXC8X	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3 C.O. LOOP Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	

PRICING SHEETS

13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
13	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	
13	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	
13	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	
13	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	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			

PRICING SHEETS

13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCB8	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCB9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCB8	

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS1 to Voice, Initial, Install	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
13	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	
13	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	
13	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	
13	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	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		

PRICING SHEETS

13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
13	IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCC9	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DS1, Demarcation Re-Tag Charge	EE7MX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7NX	NKCCA	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge	EE7NX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge	EE7JX, EE7KX, EE7LX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge	EE7MX		
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge	EE7NX		

PRICING SHEETS

13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from POP, DS1, Demarcation Re-Tag Charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from POP, DS3, Demarcation Re-Tag Charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Channelized Facility from POP, DSO, Design and Coordination Charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from POP, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from POP, DSO, Demarcation Re-Tag Charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized Facility from POP, DS1, Demarcation Re-Tag charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to Une Conversion per Activity Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge			
13	IN	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversions Per Circuit Project Administrative Activity	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	

PRICING SHEETS

13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC		NR9D6	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Connect		NRB51	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Disconnect		NR9H2	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Connect		NRB52	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Disconnect		NR9H3	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Connect		NRB54	

PRICING SHEETS

13	IN	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber FIRM ORDER (Per Fiber Strand) Disconnect		NR9H5	
13	IN	ROUTINE MODIFICATIONS	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
4	IN	LNP	Local Number Portability		NSR	
7	IN	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charges	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	IN	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charges	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	