AT&T Wholesale Agreement

Contract Number: 18598

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

between

PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA

and

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

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

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

The effective date of this Agreement ("Effective Date") shall be September 1, 2006.

WHEREAS, the Parties wish to interconnect their networks Telephone Exchange Services, Exchange Access and ancillary services.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

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

Appendix I: Definitions
Appendix II: Bona Fide Request
Appendix III: Intentionally Omitted
Appendix IV: Collocation (Physical & Virtual)
Appendix V: Directory Assistance Listing Information
Appendix VI: Directory Assistance Services
Appendix VII: Invoicing
Appendix VIII: INW
Appendix IX: Intentionally Omitted
Appendix X: Line Sharing
Appendix XI: Network
Appendix XII: Number Portability
Appendix XIII: Numbering
Appendix XIV: Operations Support Systems
Appendix XV: Operator Services
Appendix XVI: Performance Measurements
Appendix XVII: Pricing (including Price List)
Appendix XVIII: Reciprocal Compensation
Appendix XIX: Recording
Appendix XX: Resale
Appendix XXI: ROW

Appendix XXII: System Signaling 7 (SS7)
Appendix XXIII: UNE
Appendix XXIV: xDSL
Attachment Yellow Zone Process (YZP)
Attachment RABT YZP
Attachment RABT MMP
Appendix XXV: 800 Database
Appendix XXVI: 911
Appendix XXVII: Intentionally Omitted
Appendix XXVIII: Intentionally Omitted
Appendix XXIX: White Pages
Appendix XXX: Line Splitting
Appendix XXXI: Intentionally Omitted
Appendix XXXII: Intentionally Omitted
Appendix XXXIII: Out of Exchange Traffic
Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms

1.2 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.

1.3 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any Special Access or Switched Access charge arrangement.

1.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. See Appendix Definitions.

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

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

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

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

2.6.2 Intentionally Omitted.

2.7 Joint Work Product

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

2.8 Severability

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

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

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Scope of Obligations

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

2.12.2 Nothwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T CALIFORNIA's obligations under this Agreement shall apply only to the specific

operating area(s) or portion thereof in which AT&T CALIFORNIA is then deemed to be the ILEC under the Act (the "ILEC Territory").

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

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

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

3.2 AT&T CALIFORNIA shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, AT&T CALIFORNIA shall not discontinue or refuse to provide any service provided or required under this Agreement without MCIm's prior written agreement. This is not intended to impair AT&T CALIFORNIA's ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by AT&T CALIFORNIA during the term of this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.

4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.

4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275. Each Party is responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network.

4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5. INSURANCE

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

5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

5.3 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,000,000 are also required if this

Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

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

5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.

5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.

5.8 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

5.8.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6. OPERATING COMPANY NUMBER (OCN)

6.1 Upon the Effective Date, MCIm shall provide AT&T CALIFORNIA with MCIm's state-specific authorized and nationally recognized OCNs as applicable, for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services as required by the North American Company Code Assignment Procedures. In addition, MCIm shall provide AT&T CALIFORNIA with MCIm's Access Carrier Name Abbreviations (ACNAs) as assigned by Telcordia Technologies.

6.2 Any assignment or transfer of an Agreement wherein only MCIm's name is changing, and which does not include a change to MCIm's OCN/ACNA, constitutes a MCIm Name Change. For a MCIm Name Change, MCIm will incur a record order charge for each MCIm CABS BAN. For resale or any other products not billed in CABS, a record order charge will apply per end user record. Rates for record orders are contained in Appendix Pricing.

6.3 When an end user customer changes its service provider from AT&T CALIFORNIA to MCIm or from MCIm to AT&T CALIFORNIA and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral

Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.

6.3.1 Intentionally Omitted.

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

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

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

6.5 Company Code Change

6.5.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a MCIm Company Code Change. For the purposes of Section 6.5.1, "assets" means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that Agreement. MCIm shall provide AT&T CALIFORNIA with ninety (90) calendar days advance written notice of any assignment associated with a MCIm Company Code Change and obtain AT&T CALIFORNIA's consent. AT&T CALIFORNIA shall not unreasonably withhold consent to a MCIm Company Code Change; provided, however, AT&T CALIFORNIA's consent to any MCIm Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the MCIm Company Code Change. In addition, MCIm acknowledges that MCIm may be required to tender additional assurance of payment if requested under the terms of this Agreement.

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

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

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

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

6.7 Project Coordination

6.7.1 AT&T CALIFORNIA will provide project management support to minimize any possible service outages during any CLEC to CLEC mass migration. Should AT&T CALIFORNIA's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T CALIFORNIA will issue service orders at the manual rate, as specified in Appendix Pricing, based upon the type of service provided, and on the condition that MCIm provides to AT&T CALIFORNIA any and all information AT&T CALIFORNIA reasonably requests to effectuate such changes.

7. TERM AND TERMINATION

7.1 In AT&T CALIFORNIA, the Effective Date of this Agreement shall be September 1, 2006.

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

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

7.4 Intentionally Omitted.

7.5 Upon termination of this Agreement in accordance with this Section 7:

a. each Party shall continue to comply with its Confidential Information obligations,

b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and

c. each Party's indemnification obligations shall survive.

7.6 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to

the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

7.7 Intentionally Omitted.

7.8 Intentionally Omitted.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

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

8. FRAUD

8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.

8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.

8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

8.5 AT&T CALIFORNIA will provide notification messages to MCIm on suspected occurrences of ABS-related fraud on MCIm accounts stored in the applicable LIDB. AT&T CALIFORNIA will provide such alert messages by e-mail.

8.6 AT&T CALIFORNIA shall make available to MCIm all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third party including prevention, detection, or control functionality embedded within any of the Network Elements. AT&T CALIFORNIA will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCIm using the same criteria AT&T CALIFORNIA uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. AT&T CALIFORNIA shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.

8.7 Intentionally Omitted.

8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

8.9 Intentionally Omitted.

8.10 Intentionally Omitted.

9. DEPOSITS

9.1 The deposit requirements set forth in this Section 9 apply to the Resale Services and Network Elements furnished under this Agreement.

9.2 If MCIm has not established a minimum of twelve (12) consecutive months good credit history with AT&T CALIFORNIA, MCIm shall remit an initial cash deposit to AT&T CALIFORNIA prior to AT&T CALIFORNIA's furnishing of Resale Services or Network Elements. The deposit required by the previous sentence shall be determined as follows:

9.2.1 If immediately prior to the Effective Date, MCIm was not operating as a Local Service Provider in California, the initial deposit for that state shall be in the amount of $17,000; or

9.2.2 If immediately prior to the Effective Date, MCIm was operating as a Local Service Provider in California, the deposit shall be in the amount calculated using the method set forth in Section 9.7 of this Agreement.

9.2.3 Intentionally Omitted.

9.2.4 If MCIm has established a minimum of twelve (12) consecutive months good credit history with AT&T CALIFORNIA, AT&T CALIFORNIA shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 9.1 through Section 9.10 of this Agreement shall continue to apply for the term.

9.3 Any cash deposit shall be held by AT&T CALIFORNIA as a guarantee of payment of charges billed to MCIm, provided, however, AT&T CALIFORNIA may exercise its right to credit any cash deposit to MCIm's account upon the occurrence of any one of the following events:

9.3.1 when AT&T CALIFORNIA sends MCIm the second delinquency notification during the most recent twelve (12) months; or

9.3.2 when AT&T CALIFORNIA suspends MCIm's ability to process orders in accordance with Section 10 of these general terms and conditions; or

9.3.3 when MCIm files for protection under the bankruptcy laws; or

9.3.4 when an involuntary petition in bankruptcy is filed against MCIm and is not dismissed within sixty (60) days; or

9.3.5 when this Agreement expires or terminates; or

9.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, AT&T CALIFORNIA shall credit any cash deposit to MCIm's account so long as MCIm has not been sent more than one delinquency notification letter during the most recent twelve (12) months.

9.3.7 For the purposes of this Section 9.3, interest will be calculated as follows and shall be credited to MCIm's account at the time that the cash deposit is credited to MCIm's account: the lesser of (i) the rate used to compute the Late Payment Charge in the AT&T CALIFORNIA intrastate access services tariff and (ii) the highest rate of interest that may be charged under Applicable Law.

9.4 So long as MCIm maintains timely compliance with its payment obligations, AT&T CALIFORNIA will not increase the deposit amount required. If MCIm fails to maintain timely compliance with its payment obligations, AT&T CALIFORNIA reserves the right to require additional deposit(s) in accordance with Section 9.1 and Section 9.5 through Section 9.10.

9.5 If during the first six (6) months of operations, MCIm has been sent one delinquency notification letter by AT&T CALIFORNIA, the deposit amount shall be re-evaluated based upon MCIm's actual billing totals and shall be increased if MCIm's actual billing average for a two (2) month period exceeds the deposit amount held.

9.6 Throughout the term, any time MCIm has been sent two (2) delinquency notification letters by AT&T CALIFORNIA, the deposit amount shall be re-evaluated based upon MCIm's actual billing totals and shall be increased if MCIm's actual billing average for a two (2) month period exceeds the deposit amount held.

9.7 Whenever a deposit is re-evaluated as specified in Section 9.5 or Section 9.6, such deposit shall be calculated in an amount equal to the average billing to MCIm for a two (2) to four (4) month period. The most recent three (3) months billing on all of MCIm's ESBAs and BANs for Resale Services or Network Elements shall be used to calculate MCIm's monthly average.

9.7.1 after calculating the amount equal to the average billing to MCIm for a two (2) month period, add the amount of any charges that would be applicable to transfer all of MCIm's then-existing End-Users of Resale Services to AT&T CALIFORNIA in the event of MCIm's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

9.8 Whenever a deposit is re-evaluated as specified in Section 9.5 and Section 9.6 MCIm shall remit the additional deposit amount to AT&T CALIFORNIA within thirty (30) calendar days of receipt of written notification from AT&T CALIFORNIA requiring such deposit. If MCIm fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, AT&T CALIFORNIA shall begin the process set forth in this Agreement. If MCIm continues to fail to furnish the required deposit at the expiration of the ten (10) calendar days, then AT&T CALIFORNIA shall begin the procedure(s) set forth in Section 10 of these General Terms and Conditions.

9.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to AT&T CALIFORNIA. No interest shall be paid by AT&T CALIFORNIA for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. AT&T CALIFORNIA may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 9.3.1 through 9.3.4.

9.10 The fact that AT&T CALIFORNIA holds either a cash deposit or irrevocable bank letter of credit does not relieve MCIm from timely compliance with its payment obligations under this Agreement.

9.11 Anything to the contrary in this Agreement notwithstanding, the deposit requirements set forth in this Section 9 shall be reciprocal and to the extent that AT&T CALIFORNIA makes payments to MCIm pursuant to this Agreement, MCIm may charge AT&T CALIFORNIA a deposit in accordance with the requirements of this Section 9.

10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

10.1 Failure to pay all or any portion of any amount required to be paid may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.

10.2 If a Party fails to pay any charges billed to it under this section, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in

writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and/or Collocations, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

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

10.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 6 of Appendix Invoicing, together with the reasons for its dispute; and

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

10.3.3 pay all Disputed Amounts into an interest bearing escrow account that is mutually agreed upon by the Parties.

10.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Escalation and Resolution section set forth below.

10.5 After expiration of the written notice furnished pursuant to Section 10.2, if MCIm continues to fail to comply with Section 10.3.1 through 10.3.3, inclusive, or fails to make payment(s) in accordance with the terms of any mutually agreed payment arrangement, AT&T CALIFORNIA may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to MCIm for payment within five (5) Business Days of any of the obligations enumerated in Section 10.1. On the day that AT&T CALIFORNIA provides such written demand to MCIm, AT&T CALIFORNIA may also exercise any or all of the following options:

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

10.5.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.

10.6 Notwithstanding anything to the contrary in this Agreement, AT&T CALIFORNIA's exercise of any of its options under Section 10.5, 10.5.1 and 10.5.2:

10.6.1 will not delay or relieve MCIm's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

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

10.7 A copy of the demand provided to MCIm under Section 10.5 will be provided to the Commission.

10.8 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 10.5 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

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

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

10.9 AT&T CALIFORNIA will notify the Commission of the names of all Resale End User Customers whose local service was terminated pursuant to Section 10.

11. INTENTIONALLY OMITTED

12. DISPUTE ESCALATION AND RESOLUTION

12.1 Intentionally Omitted.

12.2 Alternative to Litigation

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

12.3 Commencing Dispute Resolution

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

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

12.3.1 Intentionally Omitted.

12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3.3 Formal Dispute Resolution Procedures

12.3.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission for Formal Dispute Resolution, including arbitration or other procedures as appropriate, not earlier than forty-five (45) calendar days after receipt of the letter initiating Dispute Resolution, unless otherwise agreed by the Parties. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that

resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures, including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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

13. AUDITS

13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for

the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Any audit under this Section shall be for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.

13.3 As mutually agreed upon by the Parties, such audit shall be conducted either by the Auditing Party's employee(s) or by one (1) or more independent auditor(s). If the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged the Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than two (2) times during any Contract Year if (i) the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing and Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T CALIFORNIA to MCIm within six (6) months of the date such usage was incurred.

13.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

15.1 Liabilities of MCIm – MCIm's liability to AT&T CALIFORNIA during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCIm to AT&T CALIFORNIA under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

15.2 Liabilities of AT&T CALIFORNIA – AT&T CALIFORNIA's liability to MCIm during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars ($25,000,000).

15.3 No Consequential Damages - Neither MCIm nor AT&T CALIFORNIA shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit AT&T CALIFORNIA's or MCIm's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by AT&T CALIFORNIA's or MCIm's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16. INDEMNITY

16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

(a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

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

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

(c) any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;

(d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

(e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

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

16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the

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

17. REMEDIES

17.1 Intentionally Omitted.

17.2 Intentionally Omitted.

17.3 In addition to any other available rights or remedies, MCIm may sue in equity for specific performance. However, the Parties agree that AT&T CALIFORNIA reserves it right to argue in any given case that specific performance is not an appropriate remedy.

18. INTELLECTUAL PROPERTY

18.1 The Parties acknowledge that this Agreement to Interconnect with AT&T CALIFORNIA's network and to unbundle and/or combine AT&T CALIFORNIA's Network Elements (including combining with MCIm's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T CALIFORNIA will use its best efforts to provide MCIm with Intellectual Property Rights related to AT&T CALIFORNIA's Lawful unbundled Network Elements as necessary to permit MCIm to use such Lawful unbundled Network Elements in the same manner as AT&T CALIFORNIA.

18.2 AT&T CALIFORNIA agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCIm the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T CALIFORNIA will provide a list of all Vendor/Licensors applicable to the subject Lawful unbundled Network Element(s). AT&T CALIFORNIA shall promptly notify MCIm of any

Vendor/Licensors from which AT&T CALIFORNIA is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T CALIFORNIA shall, at MCIm's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to MCIm.

18.3 Intentionally Omitted.

18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the Lawful unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among AT&T CALIFORNIA and requesting carriers using that Lawful unbundled network element.

18.5 AT&T CALIFORNIA will indemnify MCIm for any claims of infringement arising from MCIm's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T CALIFORNIA has obtained the necessary rights provided in Section 18.2(i).

18.6 Intentionally Omitted.

18.7 Except as set forth in Section 18.2, AT&T CALIFORNIA hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCIm's (or any Third Parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCIm's Network Elements) in AT&T CALIFORNIA's network or MCIm's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with Lawful unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property Rights AT&T CALIFORNIA agrees in Section 18.2 to use its best efforts to obtain.

18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19. NOTICES

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

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

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

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

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

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

19.3 Notices will be addressed to the Parties as follows:

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

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

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

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

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. INTENTIONALLY OMITTED

22. CONFIDENTIALITY

22.1 For the purposes of this Agreement, “Confidential Information” means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential

Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :

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

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

i. to use it only for the purpose of performing under this Agreement,

ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and

iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

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

22.4 Return of Confidential Information

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

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

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

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

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

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

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

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

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

22.6 Proposed Disclosure of Confidential Information to a Governmental Authority

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

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

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

22.6.4 Notwithstanding any of the foregoing, AT&T CALIFORNIA shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to AT&T CALIFORNIA's activities under the Act and AT&T CALIFORNIA need not provide prior written notice of such disclosure to MCIm if AT&T CALIFORNIA has obtained

an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.7 Customer Proprietary Network Information ("CPNI")

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

22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.

ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.

22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

22.10 Nothing in this Section 20 or anywhere else in this Agreement shall prevent AT&T CALIFORNIA from using recorded usage data for the limited purposes of designing and/or maintaining AT&T's CALIFORNIA telecommunications network and/or ensuring that AT&T CALIFORNIA's telecommunications network performs properly in providing its intended telecommunications functions and services. AT&T CALIFORNIA shall not use recorded usage data for any other purpose except as mutually agreed upon.

23. INTERVENING LAW

23.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the California Public Utilities Commission**.** If the actions of the State of California or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the contract, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties acknowledge the following: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively, "Government Actions"). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies or arguments with respect to such Government Actions and any remand thereof, including its rights under this Intervening Law paragraph.

24. GOVERNING LAW

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

25. REGULATORY APPROVAL

25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be

incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 et. seq.). Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

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

26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix Lawful UNE of this Agreement.

27. COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party will be responsible for obtaining all necessary state certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement

27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

28. LAW ENFORCEMENT

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

28.1 Intercept Devices:

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

28.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a

period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

28.3 Emergencies:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

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

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

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31. ASSIGNMENT

31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

31.2 Intentionally Omitted.

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

32. DELEGATION TO AFFILIATE AND SUBCONTRACTING

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

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

33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

33.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, transport disposal, or any other management by or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

33.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T CALIFORNIA shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a

Hazardous Substance by AT&T CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T CALIFORNIA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA.

33.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, MCIm shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T CALIFORNIA CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T CALIFORNIA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T CALIFORNIA or any person acting on behalf of AT&T CALIFORNIA.

33.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

33.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

33.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

34. FORCE MAJEURE

34.1 Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable

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

35. TAXES

35.1 Each Party purchasing Interconnection, Resale Services, Lawful unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to, the Interconnection, Resale Services, Lawful unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

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

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

35.4 Intentionally Omitted.

35.5 Intentionally Omitted.

35.6 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

35.7 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority

35.8 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

35.9 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

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

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

36. NON-WAIVER

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

37. INTENTIONALLY OMITTED

38. INTENTIONALLY OMITTED

39. INTENTIONALLY OMITTED

40. CUSTOMER INQUIRIES

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

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

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

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

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

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

41. EXPENSES

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

42. CONFLICT OF INTEREST

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

43. SURVIVAL

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

44. INTENTIONALLY OMITTED

45. AMENDMENTS AND MODIFICATIONS

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

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

46. INTENTIONALLY OMITTED

47. INTENTIONALLY OMITTED

48. AUTHORITY

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

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

49. COUNTERPARTS

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

50. ENTIRE AGREEMENT

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

51. PURCHASING FROM TARIFFS

51.1 If AT&T CALIFORNIA has approved tariffs on file for interconnection or wholesale services, MCIm may purchase services from AT&T CALIFORNIA from this interconnection agreement, the approved tariffs or both in MCIm's sole discretion.

MCImetro Access Transmission Services LLC

Signature: [signature]

Name: **Peter H. Reynolds**
(Print or Type)

Title: Director
(Print or Type)

Date: Sept 1, 2006

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

Signature: [signature]

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: SEP 1 2006

APPENDIX DEFINITIONS

GENERAL DEFINITIONS

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

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

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

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

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

"Affiliate" is as defined in the Act.

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

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

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

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

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

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

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

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

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

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

"Carrier" see Telecommunications Carrier.

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

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

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

"Collocation" is as described by Applicable Law.

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

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

"Commission" means the California Public Utility Commission.

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

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

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

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

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

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

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

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

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

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

"Desired Due Date" means the desired service activation date as requested by MCIm on a service order.

"Dialing Parity" is as defined in the Act.

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

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

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

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

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

"End User" means a person or entity to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. End User includes Telecommunications Carriers.

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

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

"Exchange Access" is as defined in the Act.

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

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

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

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

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

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

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

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

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

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

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

"InterLATA" is as defined in the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Network Element" is as defined in the Act.

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

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

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

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

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

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

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

"Party" means either AT&T CALIFORNIA or MCIm. "Parties" means both AT&T CALIFORNIA and MCIm.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Telecommunications" is as defined in the Act.

"Telecommunications Carrier" is as defined in the Act.

"Telecommunications Equipment" is as defined in the Act.

"Telecommunications Service" is as defined in the Act.

"Telephone Exchange Service" is as defined in the Act.

"Telephone Toll Service" is as defined in the Act.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Third Party" means any person other than a Party.

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

"Trunk" means a communication line connecting two switching systems.

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

APPENDIX BONA FIDE REQUEST ("BFR") PROCESS

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1. GENERAL CONDITIONS

1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this Appendix shall govern the submission of requests by MCIm to AT&T CALIFORNIA for methods of interconnection, access to Lawful unbundled Network Elements (including Combinations thereof), or customized services required to be provided by AT&T CALIFORNIA but are not available under this Agreement at the time of such request. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to AT&T CALIFORNIA .

1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

2. BFR APPLICATION FORM

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

3. RESPONSIBILITIES OF THE PARTIES

3.1 AT&T CALIFORNIA shall promptly consider and analyze the submission of a Bona Fide Request from MCIm for: (a) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) that is different in quality to that which AT&T CALIFORNIA provides itself at the time of such request; (c) a customized service for features, capabilities, functionalities or a Lawful unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request or (d) other requests for customized services . Items (a), (b) (c) and (d) above may be referred to as a "BFR Item".

3.2 MCIm may cancel a Bona Fide Request at any time by written notice to AT&T CALIFORNIA, but will pay AT&T CALIFORNIA, as specified below, for reasonable costs incurred by AT&T in its preparation of the Preliminary Analysis or BFR Quote, up to and including the date of AT&T CALIFORNIA's receipt of the cancellation.

3.3 Analysis of the BFR

3.3.1 MCIm is responsible for the reasonable costs incurred by AT&T CALIFORNIA to prepare the Preliminary Analysis of MCIm's BFR. When submitting a BFR Application Form, MCIm has two options to compensate AT&T CALIFORNIA for its costs incurred to complete the Preliminary Analysis of the BFR:

3.3.1.1 Include with its BFR Application Form a Deposit**,** which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover AT&T CALIFORNIA's preliminary evaluation costs, in which case AT&T CALIFORNIA may not charge MCIm in excess of the Deposit to complete the Preliminary Analysis; or

3.3.1.2 Not make the Deposit in which case MCIm shall be responsible for all reasonable costs incurred by AT&T CALIFORNIA to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

3.3.2 If MCIm submits a Deposit with its BFR, and AT&T CALIFORNIAis not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then AT&T CALIFORNIA will return the Deposit to MCIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIm, either be refunded or credited toward additional developmental costs authorized by MCIm. If MCIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIm.

3.3.3 AT&T CALIFORNIA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt of a complete and accurate BFR, and if applicable a $2000 deposit, AT&T CALIFORNIA shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIm will provide an updated BFR application to include the additional information. MCIm acknowledges that the time intervals set forth in this Appendix begin once AT&T CALIFORNIA has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, AT&T CALIFORNIA shall provide to MCIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:

3.3.4.1 confirm that AT&T CALIFORNIA will offer the Request. The Preliminary analysis provided by AT&T CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. AT&T CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. MCIm acknowledges that an earlier "yes" will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided by AT&T CALIFORNIA within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day; or

3.3.4.2 If the BFR is denied AT&T CALIFORNIA will notify MCIm within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.

3.3.4.3 If AT&T CALIFORNIA refers MCIm to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for MCIm to submit the application for the alternate process.

3.4 Bona Fide Request Quote

3.4.1 If the Preliminary Analysis indicates that AT&T CALIFORNIA will provide the BFR Item, MCIm may, at its discretion, provide written authorization for AT&T CALIFORNIA to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs, (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T CALIFORNIA deems relevant to MCIm's request for the BFR Item.

3.4.1.1 MCIm's written authorization to develop the BFR Quote must be received by AT&T CALIFORNIA within thirty (30) calendar days of MCIm's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCIm's obligation to pay AT&T CALIFORNIA's reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCIm for AT&T CALIFORNIA to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCIm to submit a new BFR.

3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, AT&T CALIFORNIA shall provide to MCIm a BFR Quote.

3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Final Quote, MCIm must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse AT&T CALIFORNIA for its reasonable costs incurred up to the date of cancellation in the preparation of the BFR Quote. If MCIm believes AT&T CALIFORNIA's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, AT&T CALIFORNIA does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCIm will reimburse AT&T CALIFORNIA for its reasonable costs incurred up to the date of cancellation in preparing the BFR Quote.

4. PRICES

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

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T CALIFORNIA will provide physical collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

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

1.2 Scope

1.2.1 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T CALIFORNIA Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T CALIFORNIA and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. AT&T CALIFORNIA will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T CALIFORNIA will permit collocation in Adjacent Structures located on AT&T CALIFORNIA's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

1.3.1 Physical collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. § 251(c)(2) oif FTA96 and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T CALIFORNIA's unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) of FTA96 and applicable effective FCC regulations and judicial rulings. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of FTA96, respectively.

1.4 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T CALIFORNIA to enforce the foregoing (including if AT&T CALIFORNIA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) physical collocation under tariff to telecommunications carrier or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. If MCIm does not comply with this section 1.4, AT&T CALIFORNIA may, at its option, either reject any application or order for 251(c)(6) physical collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, AT&T CALIFORNIA may process any order for any 251(c)(6) physical collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) physical collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

1.4.1 Intentionally Omitted.

1.4.2 Intentionally Omitted.

2. DEFINITIONS

2.1 Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power.

Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

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

2.2.1 Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T CALIFORNIA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T CALIFORNIA's Central Office or Eligible Structure.

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

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

2.3 Adjacent Structure - MCIm-provided [Normalized AT&T's language for this dispute throughout the document.] structure placed on AT&T CALIFORNIA property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T CALIFORNIA and telecommunications carrier will mutually agree on the location of the designated space on AT&T CALIFORNIA premises where the adjacent structure will be placed. AT&T CALIFORNIA will not unreasonably withhold agreement as to the site desired by Collocator.

2.4 Augment - A request from a Collocator to add, modify or reduce equipment and/or cable to an existing physical collocation arrangement.

2.5 Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T CALIFORNIA or other collocators. AT&T CALIFORNIA also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T CALIFORNIA is not reached regarding the Custom Work Charge, AT&T CALIFORNIA shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate state commission and the Collocator may withhold payment for the disputed charges while the issue remains

unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T CALIFORNIA shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the the appropriate state commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T CALIFORNIA that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T CALIFORNIA shall file the appropriate interconnection agreement amendment. However, AT&T CALIFORNIA shall not delay completion of such work during the agreement approval process. AT&T CALIFORNIA shall perform such work based upon provisional rates, subject to true up.

2.6 Day – For purposes of application and/or installation intervals, “day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.7 Dedicated Space - Denotes the space dedicated for the Collocator’s physical collocation arrangement located in AT&T CALIFORNIA Eligible Structure.

2.8 Eligible Structure - Eligible Structure refers to AT&T CALIFORNIA's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T CALIFORNIA that house its network facilities, and all structures that house AT&T CALIFORNIA's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. FCC Rule 47 CFR 51.5 definintion of Premises includes structures owned, leased, or otherwise controlled by the ILEC.

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

2.10 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T CALIFORNIA may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T CALIFORNIA must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T CALIFORNIA’s response to a Collocator’s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, AT&T_CALIFORNIA may reserve space for transport equipment for current year plus two years. Additionally, AT&T CALIFORNIA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T CALIFORNIA or for future use by AT&T CALIFORNIA or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T CALIFORNIA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.11 Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.

2.12 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.

2.13 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment.

A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.14 Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of AT&T CALIFORNIA's network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

3.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T_CALIFORNIA or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

3.1.2 Intentionally Omitted.

3.1.3 Both AT&T CALIFORNIA and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable agreements and/or tariffs.

3.2 Third Parties

3.2.1 AT&T CALIFORNIA also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

3.2.2 In addition to any other applicable limitation, neither AT&T CALIFORNIA nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving willful actions by either AT&T CALIFORNIA or the Collocator or its agents or employees.

4. RESPONSIBILITIES OF AT&T CALIFORNIA

4.1 Right to Use; Multiple Dedicated Spaces

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

4.2 Contact Numbers

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

4.3 Trouble Status Reports

4.3.1 AT&T CALIFORNIA is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, AT&T CALIFORNIA will provide written notification within twenty-four (24) hours. When trouble has been identified, AT&T CALIFORNIA is responsible for providing trouble status reports, consistent with Section 5.3, when requested by the Collocator.

4.4 Service Coordination

4.4.1 AT&T CALIFORNIA is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

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

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

4.5.2 Damage to Eligible Structure

4.5.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T CALIFORNIA's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T CALIFORNIA, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

4.6.1 AT&T CALIFORNIA will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T CALIFORNIA will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T CALIFORNIA will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T CALIFORNIA or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the

Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

4.7.1 During the construction of all forms of physical collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time AT&T CALIFORNIA's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

5.1.1 The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. AT&T CALIFORNIA shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

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

5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to AT&T CALIFORNIA of significant outages or operations problems which could impact or degrade AT&T CALIFORNIA's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3, when requested by AT&T CALIFORNIA.

5.4 Removal

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

5.5 Hazardous Waste and Materials

5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T CALIFORNIA requirements. The Installation Supplier shall coordinate with

the AT&T CALIFORNIA representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

5.6 Safety

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

5.7 Collocator's Equipment and Facilities

5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

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

5.7.1.2 its equipment;

5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

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

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

5.7.2 AT&T CALIFORNIA neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 Except as provided in this section, MCIm agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law, as stated in General Terms and Conditions, Section 5:

5.8.1.1.1 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T CALIF0RNIA from and waives any and all right of recovery, claim, action or cause of action against AT&T CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T

CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives.

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

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

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

6.1.1.1 AT&T CALIFORNIA will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

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

6.1.1.1.2 AT&T CALIFORNIA will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a AT&T CALIFORNIA premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

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

6.1.1.1.4 The Collocator must comply with all methods, procedures and guidelines followed by AT&T CALIFORNIA in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that AT&T CALIFORNIA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20 following applies.

6.1.1.2 Caged Shared Collocation - AT&T CALIFORNIA will provide Caged Shared Collocation as set forth in Section 7, "Use by Other Local Service Providers." Two or more

collocators may initially apply at the same time to share a caged collocation space as set forth in Section 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – AT&T CALIFORNIA will provide Caged Common Collocation as set forth in Section 6.1.1.

6.1.1.4 Cageless Collocation - AT&T CALIFORNIA will provide cageless collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, AT&T CALIFORNIA will provide space in single bay increments, including available space adjacent to or next to AT&T CALIFORNIA's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. AT&T CALIFORNIA will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. AT&T CALIFORNIA may take reasonable steps to protect its own equipment as provided in Section 6.1.3. Accordingly, AT&T CALIFORNIA will not provide Collocator's personnel or agents with direct access to AT&T CALIFORNIA's main distribution frame.

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

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

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the AT&T CALIFORNIA Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T CALIFORNIA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

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

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

6.1.1.6 AT&T CALIFORNIA will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T CALIFORNIA's Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, AT&T CALIFORNIA shall notify the Collocator in writing as to whether its request for physical collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

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

necessary protection of the incumbent's equipment. AT&T CALIFORNIA will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T CALIFORNIA security standards.

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

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T CALIFORNIA's Technical Publications.

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

6.1.3.1.2.1 Theft or destruction of AT&T CALIFORNIA's or Collocator's property;

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

6.1.3.1.2.3 Threats or violent acts against other persons on AT&T CALIFORNIA property;

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

6.1.3.1.2.5 Permitting unauthorized persons access to AT&T CALIFORNIA or Collocator's equipment on AT&T CALIFORNIA property; and

6.1.3.1.2.6 Carrying a weapon on AT&T CALIFORNIA property.

6.1.3.1.2.6.1 In addition, Collocator and AT&T CALIFORNIA will take appropriate disciplinary steps as determined by each party to address any violations reported by AT&T CALIFORNIA or the Collocator of AT&T CALIFORNIA's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T CALIFORNIA's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T CALIFORNIA, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T CALIFORNIA - authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T CALIFORNIA as well.

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

6.1.3.1.4.1 AT&T CALIFORNIA's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T CALIFORNIA's equipment. AT&T CALIFORNIA's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T CALIFORNIA's space. To the extent that AT&T CALIFORNIA is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T CALIFORNIA's expense.

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

6.1.3.1.4.3 AT&T CALIFORNIA's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T CALIFORNIA's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

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

6.1.3.1.4.5 AT&T CALIFORNIA has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T

CALIFORNIA cannot prove that other reasonable security methods cost more than an interior security partition around AT&T CALIFORNIA's equipment, AT&T CALIFORNIA cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

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

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

6.1.4 Interval

6.1.4.1 AT&T CALIFORNIA will provide physical collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed physical collocation application form found in AT&T CALIFORNIA's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T 13-STATE and will pay an initial Planning Fee.

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

will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within 10 calendar days after being advised of the deficiencies.

6.1.4.2 In responding to an application request, if space is available, AT&T CALIFORNIA shall advise the Collocator that its request for physical collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. AT&T CALIFORNIA will not select for Collocator the type of physical collocation to be ordered.

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

6.1.4.3 AT&T CALIFORNIA will provide a reduced interval for Collocator with existing physical collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T CALIFORNIA's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from Section 20 of this Appendix and 50% of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T CALIFORNIA will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) Direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocator is interconnected with AT&T CALIFORNIA's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T CALIFORNIA bays, AT&T CALIFORNIA cable racks and/or cage expansions within Active Central Office space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

6.1.4.3.3 The construction interval for these other augments will not exceed 90 days. AT&T CALIFORNIA will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

6.1.4.3.4 The second fifty percent (50%) payment must be received by AT&T CALIFORNIA no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T CALIFORNIA.

6.1.5 Application Quotation Interval for Physical

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

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

6.1.5.2 Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.

6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with AT&T CALIFORNIA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.10 and will be subject to the time intervals set forth above.

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

6.1.6.1 Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

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

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

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.

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

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

6.1.8 AT&T CALIFORNIA will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 90 days from the receipt of the Collocator's acceptance of AT&T CALIFORNIA's quotation. The Collocator's acceptance will include a check for 50% of all applicable non-recurring charges where AT&T CALIFORNIA will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where MCIm is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, AT&T CALIFORNIA will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1.5 and 6.1.1.6 above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

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

6.2 Space Availability Determination and Resolution

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

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

6.2.1.2 AT&T CALIFORNIA will file a copy of the notification letter denying the Collocator's request with the appropriate state commission. In the event of a denial, AT&T CALIFORNIA will concurrently submit to both the appropriate state commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook, identification of switch

turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event AT&T CALIFORNIA denies MCIm's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T CALIFORNIA's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

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

6.2.1.5 AT&T CALIFORNIA will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T CALIFORNIA's representative will accompany and supervise the Collocator agent on the inspection tour.

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

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

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

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

6.2.2.2 AT&T CALIFORNIA shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for physical collocation. AT&T CALIFORNIA will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to AT&T CALIFORNIA, such information will be placed on the website. AT&T CALIFORNIA will

update the public document on the first day of each month to include all newly available information.

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

6.3 Relocation

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

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

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

Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

6.4.1 Unless there are unusual circumstances, AT&T CALIFORNIA will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after AT&T CALIFORNIA completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T CALIFORNIA's network or obtain access to AT&T CALIFORNIA unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that AT&T CALIFORNIA has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T CALIFORNIA allows the Collocator to interconnect. AT&T CALIFORNIA, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

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

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

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

6.5 Cancellation Prior to Due Date

6.5.1 In the event that the Collocator cancels its order after AT&T CALIFORNIA has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T CALIFORNIA has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T CALIFORNIA might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AT&T CALIFORNIA shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

6.6.1 Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. AT&T CALIFORNIA may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.6.2 Billing Dispute Resolution

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

6.6.3 Third Party Escrow Agent

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

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

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

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

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

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and AT&T CALIFORNIA in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and AT&T CALIFORNIA (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.

6.6.4 Disputed Amounts

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

6.6.5 Investigation Report

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

6.6.6 Informal Resolution of Billing Disputes

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

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 The parties agree to include the final Billing dispute language from the GT&Cs.

6.6.8 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.8.1 Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T CALIFORNIA shall bill the original collocator for space. However, AT&T CALIFORNIA shall bill the other collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T CALIFORNIA for floor space and all other applicable interconnection arrangements.

6.6.9 Late Payment Charge

6.6.9.1 The parties agree to include the final Late Payment Charge Language from the GT&Cs.

6.6.10 Allowances for Interruptions

6.6.10.1 An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to AT&T CALIFORNIA's designated contact point and ends when the physical collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for physical

collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T CALIFORNIA.

6.6.11 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

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

6.6.13 When a third party vendor maintains and repairs MCIm's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T CALIFORNIA, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T CALIFORNIA.

7.2 AT&T CALIFORNIA will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, AT&T CALIFORNIA may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where AT&T CALIFORNIA receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, AT&T CALIFORNIA will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.2.1 AT&T CALIFORNIA will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by AT&T CALIFORNIA within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided AT&T CALIFORNIA with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit.

7.2.2 When these criteria have been met, AT&T CALIFORNIA will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T CALIFORNIA will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.8.

7.3 AT&T CALIFORNIA will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of AT&T CALIFORNIA's charges to the initial collocator(s). If two (2) or more collocators who have

interconnection agreements with AT&T CALIFORNIA utilize a shared collocation cage, AT&T CALIFORNIA will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

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

8.1.2 AT&T CALIFORNIA shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for AT&T CALIFORNIA cable. AT&T CALIFORNIA will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where AT&T CALIFORNIA also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T CALIFORNIA shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T CALIFORNIA performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T CALIFORNIA shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T CALIFORNIA and the Collocator(s) in the first twelve (12) months.

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

8.2 Demarcation Point

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

9. USE OF DEDICATED SPACE

9.1 Nature of Use

9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T CALIFORNIA under 47.U.S.C. § 251(C) (2), or accessing AT&T CALIFORNIA's UNEs under 47.U.S.C. § 251(C) (3) of the Act, MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules) in AT&T CALIFORNIA Eligible Structures. Necessary equipment may include equipment with switching functionality, provides enhanced services capabilities, or offers other functionalities. Such uses are limited to interconnection to AT&T CALIFORNIA's network "for the transmission and routing of Telephone Exchange service or Exchange Access" or for access to AT&T CALIFORNIA's UNEs for the provision of telecommunications service."

9.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude MCIm from obtaining interconnection with

AT&T CALIFORNIA at a level equal in quality to that which AT&T CALIFORNIA obtains within its own network or AT&T CALIFORNIA provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining non-discriminatory access to unbundled Network Elements, including any of their features, functions, or capabilities.

9.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled Network Element if and only if the primary purpose and function of the equipment, as MCIm seeks to deploy it, meets either or both of the standards set forth above in Section 9.1.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled Network Elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIm seeks to provide to its End Users by means of the interconnection or unbundled Network Element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T CALIFORNIA's property.

9.1.3.1 AT&T CALIFORNIA may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T CALIFORNIA applies to its own equipment. AT&T CALIFORNIA may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If AT&T CALIFORNIA denies collocation of MCIm's, citing safety standards, AT&T CALIFORNIA must provide to MCIm within five (5) business days of the denial a list of all equipment that AT&T CALIFORNIA locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that AT&T CALIFORNIA contends MCIm's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that MCIm's equipment does not satisfy; AT&T CALIFORNIA's basis for concluding that MCIm's equipment does not meet this safety requirement; and AT&T CALIFORNIA's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. In the event of a dispute, the Parties agree that they will follow the dispute resolution process in the GT&Cs.

9.1.4 MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T CALIFORNIA's premises on a non-discriminatory basis solely to support and be used with equipment that MCIm has collocated in the same premises. AT&T CALIFORNIA's may not limit MCIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.

9.1.5 Except as specifically set forth in this Agreement, AT&T CALIFORNIA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of MCIm's equipment and facilities.

9.1.6 Intentionally Omitted.

9.1.7 Intentionally Omitted.

9.1.8 Intentionally Omitted.

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

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

9.2 Equipment List

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

9.2.2 Subsequent Requests to Place Equipment

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

9.2.3 Limitations

9.2.3.1 AT&T CALIFORNIA's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by MCIm, is limited only to the extent that AT&T CALIFORNIA would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. AT&T CALIFORNIA will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T CALIFORNIA, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to AT&T CALIFORNIA or access to AT&T CALIFORNIA's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T CALIFORNIA with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 AT&T CALIFORNIA will not delay MCIm employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T CALIFORNIA will provide Collocator with reasonable access to restroom facilities and parking. All access is provided

subject to compliance by the Collocator's employees, agents and contractors with AT&T CALIFORNIA's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.3 of this Appendix).

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

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

9.4 Threat to Personnel, Network or Facilities

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

9.5 Interference or Impairment

9.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

9.6 Personal Property and Its Removal

9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T CALIFORNIA standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T CALIFORNIA. AT&T CALIFORNIA shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T CALIFORNIA has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T CALIFORNIA provided construction shall be paid by the Collocator in accordance with AT&T CALIFORNIA's custom work order process.

10. STANDARDS

10.1 Minimum Standards

10.1.1 All types of network equipment placed in AT&T CALIFORNIA network equipment areas of Eligible Structures by AT&T CALIFORNIA or Collocator must meet AT&T CALIFORNIA minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T CALIFORNIA) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T CALIFORNIA and its contractors when engineering and installing equipment.

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

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

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

10.2 Compliance Certification

10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.2, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 If the Collocator shall default in performance of any material provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T CALIFORNIA's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, and the Collocator has failed to pay the charges associated with the collocation space, and such failure to pay has continued for 60 days after AT&T CALIFORNIA's written notice, AT&T CALIFORNIA may,

immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T CALIFORNIA might have. In the event that the basis for default claimed by AT&T CALIFORNIA is legitimately disputed by Collocator under Section 6.6.7 of this Appendix, AT&T CALIFORNIA shall not be permitted to exercise the rights set forth above.

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

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

12. INDEMNIFICATION

12.1 Except as otherwise provided herein, the The indemnity provisions set forth in Section 16 of the general terms and conditions of the Agreement between AT&T CALIFORNIA and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

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

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

afford AT&T CALIFORNIA and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

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

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

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

14. AT&T CALIFORNIA'S RIGHT OF ACCESS

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

15. GENERAL

15.1 The rates and charges in this Appendix are applicable only for physical collocation arrangements in Eligible Structures and Adjacent Structures as defined in Section 19.2 of this Appendix. AT&T CALIFORNIA allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure.

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

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

15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

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

15.6 Should AT&T CALIFORNIA benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.

15.7 Should AT&T CALIFORNIA be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not MCIm was collocated in the CO), AT&T CALIFORNIA shall absorb all of the costs related to such an upgrade.

15.8 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in the Agreement.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in Section 20, Rates and Charges, following.

16.2 AT&T CALIFORNIA will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T CALIFORNIA for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. AT&T CALIFORNIA will permit Collocator to review the contractor invoices.

16.3 To insure efficient use of space, AT&T CALIFORNIA will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. AT&T CALIFORNIA will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. AT&T CALIFORNIA will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.

16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T CALIFORNIA, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T CALIFORNIA, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that AT&T CALIFORNIA provide and install a POT Frame, to be placed in the Collocator's cage or in the

collocation area. When the Collocator elects to install its own POT frame/cabinet, AT&T CALIFORNIA may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete**,** and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in Section 20, Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

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

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

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

17.3 Individual Case Basis (ICB)

17.3.1 AT&T CALIFORNIA may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from MCIm that are beyond the terms, conditions, and rates established in this Appendix.

17.4 Application of Rates and Charges

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

18. REGENERATION

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

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Appendix or Pricing Schedule (Custom Work Charges)

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

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

19.2 Rate Elements

All rates and charges for the following rate elements can be found in Section 20.

19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in AT&T CALIFORNIA's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T CALIFORNIA, recovers AT&T CALIFORNIA's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T CALIFORNIA to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in Section 20 following.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

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

19.2.2.1.2 AT&T CALIFORNIA will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in AT&T CALIFORNIA premises will not be responsible for the entire cost of site preparation and security. When MCIm constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 19.2.2.1.4.5 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

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

19.2.2.1.4 If the Collocator elects to install, or requests that AT&T CALIFORNIA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20 following applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

19.2.2.1.4.2 Site Conditioning Charge, per square foot

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

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

19.2.2.1.4.3 Common Systems Materials Charge

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

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

19.2.2.1.4.4 Safety and Security, per square foot

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

- Interior Security Partition separating AT&T CALIFORNIA equipment
- Provisioning of door locks and keying of existing doors

- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 20 following.

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

19.2.2.1.4.6 RSM Option

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

19.2.2.2 Cageless Collocation

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

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

19.2.2.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

19.2.2.2.2.2 Site Conditioning Charge

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

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

19.2.2.2.2.3 Cageless Common Systems Materials Charge

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

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

19.2.2.2.2.4 Safety and Security

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

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

19.2.2.3 Caged Common Collocation in AT&T CALIFORNIAs

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

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided AT&T CALIFORNIA with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, AT&T CALIFORNIA will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T CALIFORNIA will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 AT&T CALIFORNIA will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.

19.2.2.3.4 AT&T CALIFORNIA will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in AT&T CALIFORNIA's premises will be responsible only for its pro rata share of the cost of site preparation and security.

19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in Sections 20.

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

19.2.2.3.6.1 Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

19.2.2.3.6.2 Site Conditioning Charge

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

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

19.2.2.3.6.3 Common Systems Materials Charge

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

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

19.2.2.3.6.4 Safety and Security

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

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

19.2.2.3.6.4.1 In the event AT&T CALIFORNIA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security

partition to separate AT&T CALIFORNIA's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 20 following:

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

19.2.2.3.6.6 Remote Switch Module (RSM) Option

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

19.2.3 Intentionally Omitted.

19.2.4 DC Power Amperage Charge

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

19.2.4.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.4.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

19.2.5 DC Power Arrangement Provisioning

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

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

19.2.6.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by AT&T CALIFORNIA.

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

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

19.2.8 Eligible Structure Ground Cable Arrangement, Each

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

19.2.9 Security Cards

19.2.9.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in Section 20 following. AT&T CALIFORNIA will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T CALIFORNIA will issue the access and/or ID cards as soon as reasonably practical.

19.2.10 Standard Frame or Cabinet, Each (Optional)

19.2.10.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by AT&T CALIFORNIA or may request that AT&T CALIFORNIA provide and install the bay or cabinet in the cageless space only. If the Collocator elects for AT&T CALIFORNIA to provide a bay or cabinet, the rates and charges are as found in Section 20. When, at the Collocator's option, a bay or cabinet is placed in space designated by AT&T CALIFORNIA, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and AT&T CALIFORNIA facilities, previously referred to as "Point of Termination (POT) bay."

19.2.11 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.11.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T CALIFORNIA designated manhole and the cable vault of the Eligible Structure.

19.2.12 Entrance Fiber Charge, Per Cable Sheath

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

19.2.13 ILEC to telecommunications carrier Interconnection Arrangement Options. In AT&T CALIFORNIA, when MCIm provides the Interconnection cabling, the EISCC is used to cross-connect MCIm's cable at the AT&T frame.

19.2.13.1 Collocator will select one or more of the interconnection arrangements listed below.

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

19.2.13.1.1.1 AT&T CALIFORNIA-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and AT&T CALIFORNIA network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T CALIFORNIA Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and AT&T CALIFORNIA's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Section 21.16(A) following.

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

19.2.13.1.2.1 AT&T CALIFORNIA-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and AT&T CALIFORNIA network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T CALIFORNIA Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and AT&T CALIFORNIA's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Section 20 following.

19.2.13.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

19.2.14 Optical Circuit Arrangement

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

19.2.15 Bits Timing (Per two circuits) (Optional)

19.2.15.1 AT&T CALIFORNIA provided single signal from AT&T CALIFORNIA timing source to provide synchronization between MCIm's single network element and AT&T CALIFORNIA's equipment.

19.2.16 Timing Interconnection Arrangement (Optional)

19.2.16.1 Timing lead (1 pair) of wires provided by AT&T CALIFORNIA to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

19.2.17 Collocation Availability Space Report Fee

19.2.17.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T CALIFORNIA is undertaking to make additional space available for collocation.

19.2.18 Pre-visits

19.2.18.1 General Applications

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

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

19.2.19 Construction Inspections

19.2.19.1 During the construction of all forms of physical collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-

day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time AT&T CALIFORNIA employees spend traveling and will be based on fifteen (15)-minute increments.

19.2.20 Adjacent On-site Structure Arrangements

19.2.20.1 Adjacent On-site Structure Arrangements

19.2.20.1.1 If MCIm elects to provide an Adjacent On-site structure as described in Section 6.1.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T CALIFORNIA Eligible Structure, AT&T CALIFORNIA will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in Section 20 following. In addition, should the Collocator elect to have AT&T CALIFORNIA provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.20.2 Adjacent On-site Planning Fee

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

19.2.21 Adjacent Off-site Arrangement

19.2.21.1 Adjacent Off-site Structure Arrangements

19.2.21.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in Section 2.0 of this Appendix and as described in Section 6.1.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T CALIFORNIA Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, AT&T CALIFORNIA will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T CALIFORNIA's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Section 20.

19.2.21.2 Planning Fee Adjacent Off-site Arrangement

19.2.21.2.1 Planning Fee will apply when MCIm is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T CALIFORNIA on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in Section 20 following.

19.2.22 Conduit Space for Adjacent Off-site Arrangement

19.2.22.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T CALIFORNIA designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Section 20 following.

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

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

19.2.24 Miscellaneous Charges (Optional)

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

19.2.25 Collocation to Collocation Connection-- Within a contiguous area within the eligible structure, AT&T CALIFORNIA will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T CALIFORNIA imposes on its own equipment. AT&T CALIFORNIA shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from AT&T CALIFORNIA itself. If requested by the collocator, AT&T CALIFORNIA will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its acilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), AT&T CALIFORNIA will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T CALIFORNIA (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections. If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T CALIFORNIA will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T CALIFORNIA imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T CALIFORNIA's option, the connection may be made either by AT&T CALIFORNIA or by the Collocators' installers, who shall be on AT&T CALIFORNIA's list of approved installation vendors.

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

19.2.25.1.1 Fiber Cable (12 Fibers pair)

19.2.25.1.1.1 This rate element is for AT&T CALIFORNIA to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

19.2.25.1.2 Copper Cable (28 DS1s)

19.2.25.1.2.1 This rate element is for AT&T CALIFORNIA to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.25.1.3 Coax Cable (1 DS3)

19.2.25.1.3.1 This rate element is for AT&T CALIFORNIA to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.25.1.4 Cable Racking and Hole

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

19.2.25.1.5 Route Design

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

20. RATES AND CHARGES

20.1 For Physical Collocation sites that were installed and paid prior to March 2000, as set forth in Exhibit 1, the following recurring rates shall not be applicable:

- HVAC per 10 amps
- Planning charges per sq.ft.
- Common Systems-Cage per sq. ft.
- Cage Preparation per sq. ft.
- Floor Space Usage per sq. ft.

20.1.1 Notwithstanding the foregoing, if after the Effective Date MCIm augments a collocation site listed in Exhibit 1, with any of the items listed in 20.1 above, MCIm shall pay the applicable recurring rates for those items added after the Effective Date.

20.2 The rates and charges for collocation are set forth in the Pricing Schedule. With the exceptions noted below, all charges for all forms of Physical Collocation are subject to true-up retroactive to the Effective Date based on the outcome of the collocation pricing phase of OANAD. Standard cage and shared cage collocation charges are not subject to the aforementioned true up, except for site preparation, conditioning charges, BRF and ICB pricing. Any collocation rates approved by the Commission, for any forms of Physical Collocation, subsequent to the Effective Date of this Agreement shall replace the rates described above prospectively at such time as the Commission decision becomes final and no longer subject to appeal.

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

21.1 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T CALIFORNIA Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within this Section 21 following.

21.2 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T CALIFORNIA Main Distribution Frame or its equivalent by AT&T CALIFORNIA Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, AT&T CALIFORNIA will install and stencil termination blocks or panels at AT&T CALIFORNIA Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T CALIFORNIA Approved Vendor must obtain an approved Method Procedures (MOP) from AT&T CALIFORNIA and follow AT&T CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities;

21.3 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T CALIFORNIA's Battery Distribution Fuse Bay (BDFB) by using an AT&T CALIFORNIA Approved Power Installation Vendor. When AT&T CALIFORNIA designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T CALIFORNIA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T CALIFORNIA Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T CALIFORNIA Power Plant Primary Distribution, which will be performed by AT&T CALIFORNIA. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T CALIFORNIA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T CALIFORNIA and follow AT&T CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities.

21.4 Interval (Collocator Installs Interconnection and Power Cabling)

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

21.4.2 The delivery interval relates to the period in which AT&T CALIFORNIA shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T CALIFORNIA receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T CALIFORNIA, within seven (7) calendar days from the date of notification granting the application request, a confirmatory

response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T CALIFORNIA has received such response and payment. If the Collocator has not provided AT&T CALIFORNIA such response and payment by the twelfth (12) calendar day after the date AT&T CALIFORNIA notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T CALIFORNIA's receipt of the confirmatory response in writing from the Collocator with applicable fees.

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

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

Table (1)

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

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

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

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

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

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

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

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

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

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

Table (2)

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

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

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

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

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

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

21.4.5.9 Within twenty (20) calendar days or mutually agreed upon time, from AT&T CALIFORNIA's receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

2.1.5 Rates Elements for AT&T CALIFORNIA Central Offices

21.5.1 Caged Collocation

21.5.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in Section 20 following. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

21.5.2 DC Power Arrangement Provisioning

21.5.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T CALIFORNIA Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T CALIFORNIA Battery Distribution Fuse Bay or Power Plant Primary Distribution, but AT&T CALIFORNIA approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T CALIFORNIA Approved Vendor. This is expressed as a monthly rate as specified in Section 20.

21.5.3 Entrance Fiber Optic Cable Arrangement

21.5.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under AT&T CALIFORNIA observation, through AT&T CALIFORNIA cable vault to the Collocator's equipment with AT&T CALIFORNIA approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but AT&T CALIFORNIA approved vendor will have access. Rates and charges are as found in Section 20 following.

21.5.4 DS0 Voice Grade Interconnection Cable Arrangement

21.5.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T CALIFORNIA approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.5 DS-1 Interconnection Cable Arrangement to DCS

21.5.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have

access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.6 DS-1 Interconnection Cable Arrangement to DSX

21.5.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.7 DS-3 Interconnection Cable Arrangement to DCS

21.5.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.8 DS-3 Interconnection Cable Arrangement to DSX

21.5.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.9 Fiber Interconnection Cable Arrangement

21.5.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in Section 20.

21.5.10 Collocation to Collocation Connection

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

21.5.10.1.1 Fiber Cable

21.5.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in Section 20.

21.5.10.1.2 Copper Cable

21.5.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in Section 20

21.5.10.1.3 Coax Cable

21.5.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in Section 20.

21.5.10.1.4 Cable Racking and Hole

21.5.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in Section 20.

21.5.10.1.5 Route Design

21.5.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in Section 20.

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T CALIFORNIA for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T CALIFORNIA's unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

1.2 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T CALIFORNIA to enforce the foregoing (including if AT&T CALIFORNIA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) virtual collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. If MCIm does not comply with this section 1.4, AT&T CALIFORNIA may, at its option, either reject any application or order for 251(c)(6) virtual collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T CALIFORNIA may process any order for any 251(c)(6) virtual collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) virtual collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

1.3 Upon request from a Collocator, AT&T CALIFORNIA will provide one of the following maintenance alternates for its virtual collocation offering:

1.3.1 In all of AT&T CALIFORNIA's premises, AT&T CALIFORNIA will offer virtual collocation wherein AT&T CALIFORNIA maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Section 12 of this Appendix.

1.3.2 In Controlled Environmental Vaults (CEVs), huts and cabinets where physical collocation space is not available, a Collocator may opt for virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 9 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T CALIFORNIA may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Section 9, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T CALIFORNIA may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Section and in Section 9 is null and void and all virtual collocation will be maintained as described in Section 1.1 above.

1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T CALIFORNIA for the transmission and routing of telephone exchange service and exchange access as well as AT&T CALIFORNIA-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with AT&T CALIFORNIA-provided UNEs.

1.5 Rates for the individual UNEs the Collocator wants to gain access to using virtual collocation can be found in the Collocator's Agreement with AT&T CALIFORNIA.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T CALIFORNIA within AT&T CALIFORNIA's Central Offices is contained in 12.4. (Rate Elements for AT&T CALIFORNIA Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T CALIFORNIA within AT&T CALIFORNIA's CEVs, Huts and Cabinets is contained in 12.5 (Rate Elements for AT&T CALIFORNIA CEVs, Huts and Cabinets).

1.7 Virtual Collocation provides for Interconnection to AT&T CALIFORNIA for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T CALIFORNIA-Provided UNEs when the Equipment is Provided by the Collocator.

1.8 Virtual Collocation provides for interconnection between AT&T CALIFORNIA and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in AT&T CALIFORNIA Central Offices and for interconnection with AT&T CALIFORNIA-provided UNEs in AT&T CALIFORNIA Central Offices and CEVs, Huts and Cabinets.

1.9 Virtual Collocation is available at AT&T CALIFORNIA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T CALIFORNIA CEVs, Huts and Cabinets. Upon request, AT&T CALIFORNIA will provide a listing of locations of AT&T CALIFORNIA's CEVs, Huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when Collocator uses virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. Unbundled Network Elements including associated cross connects are obtained from the Agreement between the Collocator and AT&T CALIFORNIA. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as described in AT&T CALIFORNIA's Technical Publication at https://clec.sbc.com/clec/.

1.10.2 Nature of Use

1.10.2.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T CALIFORNIA under 47.U.S.C. § 251(C) (2), or accessing AT&T CALIFORNIA's UNEs under 47.U.S.C. § 251(C) (3) of the Act, MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules) in AT&T CALIFORNIA Eligible Structures. Necessary equipment may include equipment with switching functionality, provides enhanced services capabilities, or offers other functionalities. Such uses are limited to interconnection to AT&T CALIFORNIA's network "for the transmission and routing of Telephone Exchange service or Exchange Access" or for access to AT&T CALIFORNIA's UNEs for the provision of telecommunications service."

1.10.2.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude MCIm from obtaining interconnection with AT&T CALIFORNIA at a level equal in quality to that which AT&T CALIFORNIA obtains within its own network or AT&T CALIFORNIA provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIm from obtaining non-discriminatory access to unbundled Network Elements, including any of their features, functions, or capabilities.

1.10.2.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled Network Element if and only if the primary purpose and function of the equipment, as MCIm seeks to deploy it, meets either or both of the standards set forth above in Section 1.10.2.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled Network Elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIm seeks to

provide to its End Users by means of the interconnection or unbundled Network Element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T CALIFORNIA's property.

1.10.2.3.1 AT&T CALIFORNIA may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T CALIFORNIA applies to its own equipment. AT&T CALIFORNIA may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If AT&T CALIFORNIA denies collocation of MCIm's, citing safety standards, AT&T CALIFORNIA must provide to MCIm within five (5) business days of the denial a list of all equipment that AT&T CALIFORNIA locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that AT&T CALIFORNIA contends MCIm's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that MCIm's equipment does not satisfy; AT&T CALIFORNIA's basis for concluding that MCIm's equipment does not meet this safety requirement; and AT&T CALIFORNIA's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. In the event of a dispute, the Parties agree that they will follow the dispute resolution process in the GT&Cs.

1.10.2.4 MCIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T CALIFORNIA's premises on a non-discriminatory basis solely to support and be used with equipment that MCIm has collocated in the same premises. AT&T CALIFORNIA may not limit MCIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.

1.10.2.5 Except as specifically set forth in this Agreement, AT&T CALIFORNIA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of MCIm's equipment and facilities.

1.10.3 Intentionally omitted.

1.10.4 Intentionally omitted.

1.10.5 Intentionally omitted.

1.10.6 Intentionally omitted.

1.10.7 Intentionally omitted.

1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T CALIFORNIA voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T CALIFORNIA Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T CALIFORNIA or (2) requested by Collocator and accepted by AT&T CALIFORNIA on the same basis as under the FCC's original, pre-vacated Collocation

Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T CALIFORNIA's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

1.10.9 All types of network equipment placed in AT&T CALIFORNIA network equipment areas of Eligible Structures by AT&T CALIFORNIA or Collocator must meet AT&T CALIFORNIA minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T CALIFORNIA) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T CALIFORNIA and its contractors when engineering and installing equipment.

1.10.10 In the event that AT&T CALIFORNIA denied Collocation of Collocator's equipment, citing Safety Standards, AT&T CALIFORNIA will provide within five (5) business days of Collocator's written request to AT&T CALIFORNIA representative(s), a list of AT&T CALIFORNIA equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T CALIFORNIA equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

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

1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T CALIFORNIA's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T CALIFORNIA chooses to have its personnel present when the CLEC equipment is installed, then AT&T

CALIFORNIA's presence will be at its own expense. However, if AT&T CALIFORNIA demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T CALIFORNIA.

1.12 Federal Telecommunications Act of 1996

1.12.1 AT&T CALIFORNIA provides virtual collocation for interconnection to AT&T CALIFORNIA for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T CALIFORNIA's unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of virtual collocation for (1) interconnection to AT&T CALIFORNIA or (2) access to AT&T CALIFORNIA's unbundled Network Elements, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T CALIFORNIA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T CALIFORNIA CEVs, Huts and Cabinets.

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

2. DEFINITIONS

2.1 See Definitions Section 2, in the Physical Collocation Appendix.

3. PROVISIONING

3.1 Virtual collocation for Interconnection to AT&T CALIFORNIA or access to AT&T CALIFORNIA-provided UNEs is ordered as set forth in AT&T CALIFORNIA's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES. AT&T CALIFORNIA will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocator.

3.2 AT&T CALIFORNIA will provide Virtual Collocation for comparable equipment as it provides to itself in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

4.1 The customer will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T CALIFORNIA's UNEs. The customer will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

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

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T CALIFORNIA central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 AT&T CALIFORNIA will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator's fiber into the central office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T CALIFORNIA on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide AT&T CALIFORNIA with a listing of the equipment types that they plan to virtually collocate in AT&T CALIFORNIA's central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that AT&T CALIFORNIA personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T CALIFORNIA will begin development of the quotation. AT&T CALIFORNIA will notify the Collocator as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, AT&T CALIFORNIA shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of virtual collocation interconnection:

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

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

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T CALIFORNIA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once AT&T CALIFORNIA has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.

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

6.2 Implementation Intervals

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

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

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

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With AT&T CALIFORNIA installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for central office equipment (e.g., it is not Active collocation space), AT&T CALIFORNIA shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T CALIFORNIA will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The virtual collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T CALIFORNIA will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T CALIFORNIA will be installing all or some of the bays. AT&T CALIFORNIA considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

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

6.3 Installation of Virtual Collocation Equipment

6.3.1 AT&T CALIFORNIA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 AT&T CALIFORNIA will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

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

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

6.3.5 AT&T CALIFORNIA will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

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

6.4.1.1 Major Revisions include:

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

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

6.4.1.2 Minor Revisions include:

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

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

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

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T CALIFORNIA Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T CALIFORNIA will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to AT&T CALIFORNIA central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

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

7/3 AT&T CALIFORNIA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, AT&T CALIFORNIA may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T CALIFORNIA central offices and AT&T CALIFORNIA CEVs, Huts and Cabinets and are applicable for all repairs performed by AT&T CALIFORNIA on the Collocator's facilities and equipment.

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

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T CALIFORNIA will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by AT&T CALIFORNIA on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T CALIFORNIA with the location and identification of the equipment and a detailed description of the maintenance requested.

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

10. ALARM COLLECTION

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

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

11. TERMINATION OF VIRTUAL COLLOCATION

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

12. RATE REGULATIONS

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

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

12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T CALIFORNIA for the transmission and routing of telephone exchange service and exchange access under section 251(c)(2), and for access to AT&T CALIFORNIA-provided UNEs under 251(c)(3) in AT&T CALIFORNIA's Central Offices are set forth in the Pricing Schedule (Rates and Charges for AT&T CALIFORNIA Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T CALIFORNIA-provided UNEs in AT&T CALIFORNIA CEVs, Huts and Cabinets are set forth the Pricing Schedule (Rates and Charges for AT&T CALIFORNIA CEVs, Huts and Cabinets).

12.4 Rate Elements for AT&T CALIFORNIA Central Offices

Consistent with provisions in Section 12, the following provides a list of the specific rate elements for virtual collocation for interconnection with AT&T CALIFORNIA for the transmission and routing of telephone exchange service and exchange access, and for access to AT&T CALIFORNIA's provided UNEs to be used in conjunction with virtual collocation in AT&T CALIFORNIA's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers AT&T CALIFORNIA costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a virtual collocation arrangement. The

Planning Fee also provides for AT&T CALIFORNIA personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified in the Pricing Schedule.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T CALIFORNIA's central offices expressed as a monthly rate. Charges for the sub-elements are specified in the Pricing Schedule.

12.4.3 Relay Rack (Optional)

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

12.4.4 Common Systems Materials

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

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T CALIFORNIA to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T CALIFORNIA to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified in the Pricing Schedule.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T CALIFORNIA to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified in the Pricing Schedule.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T CALIFORNIA pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated

transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are in the Pricing Schedule.

12.4.6.2 Entrance Conduit, per sheath

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

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS form a single source, AT&T CALIFORNIA will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified in the Pricing Schedule.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

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

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

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

12.4.8.3 Ground Cable Arrangement

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

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) Non-Shielded or Shielded between AT&T CALIFORNIA's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring

charge and a monthly rate. Charges for these sub-elements are specified in the Pricing Schedule.

12.4.10 DS-1 Interconnection Cable Arrangement to DCS

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T CALIFORNIA's DCS functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified in the Pricing Schedule.

12.4.11 DS-1 Interconnection Cable Arrangement to DSX

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T CALIFORNIA's DSX functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in the Pricing Schedule.

12.4.12 DS-3 Interconnection Cable Arrangement to DCS

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T CALIFORNIA's DCS functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in the Pricing Schedule.

12.4.13 DS-3 Interconnection Cable Arrangement to DSX

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T CALIFORNIA's DSX functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in the Pricing Schedule.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T CALIFORNIA's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in the Pricing Schedule.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T CALIFORNIA provided single signal from AT&T CALIFORNIA's timing source to provide synchronization between a Collocator's single network element and AT&T CALIFORNIA's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified in the Pricing Schedule.

12.4.16 Training

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

12.4.16.2 The Collocator may have AT&T CALIFORNIA arrange for the required training of AT&T CALIFORNIA's personnel. The non-recurring charges applicable for training are listed on in the Pricing Schedule.

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

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

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

12.4.16.3.3 arrange and pay all costs associated with AT&T CALIFORNIA employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T CALIFORNIA employee training.

12.4.16.4 AT&T CALIFORNIA will work cooperatively with the Collocator to schedule AT&T CALIFORNIA's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T CALIFORNIA's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Section 12.4.16 will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

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

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

12.4.17.2 Repair of Equipment

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

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

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

12.4.18 Collocation-to-Collocation Connection -- Within a contiguous area within the eligible structure, AT&T CALIFORNIA will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T CALIFORNIA imposes on its own equipment. AT&T CALIFORNIA shall not require physical to physical collocators to purchase any equipment or cross-connect capabilities solely from AT&T CALIFORNIA itself. If requested by the collocator, AT&T CALIFORNIA will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its acilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), AT&T CALIFORNIA will perform the ecessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T CALIFORNIA (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections. If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T CALIFORNIA will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T CALIFORNIA imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T CALIFORNIA's option, the connection may be made either by AT&T CALIFORNIA or by the Collocators' installers, who shall be on AT&T CALIFORNIA's list of approved installation vendors.

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

12.4.18.1 Fiber Cable (12 Fiber pair)

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

12.4.18.2 Copper Cable (28 DS1s)

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

12.4.18.3 Coax Cable (1 DS3)

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

12.4.18.4 Cable Racking and Hole

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

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Pricing Schedule.

12.4.19 Equipment Evaluation Cost

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

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T CALIFORNIA to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified in the Pricing Schedule.

12.5 Rate Elements for AT&T CALIFORNIA's CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to AT&T CALIFORNIA's provided UNEs in AT&T CALIFORNIA's CEVs, Huts and Cabinets.

12.5.1 Entrance Cable Fiber

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

12.5.1.2 Charges for these sub-elements are specified in the Pricing Schedule.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T CALIFORNIA CEV, Hut, or Cabinet and the Collocator structure. Rates and charges are set forth in the Pricing Schedule.

12.5.3 DC Power Consumption

12.5.3.1 This sub-element provides for the use of power in the Hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and set forth in the Pricing Schedule.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a Maxi-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a Mini-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified in the Pricing Schedule.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T CALIFORNIA personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified in the Pricing Schedule.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T CALIFORNIA shall determine which Eligible Structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T CALIFORNIA and other Collocators.

13.3 After Collocator has been provided with written notification by AT&T CALIFORNIA that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, AT&T CALIFORNIA shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T CALIFORNIA shall not prevent the Collocator from entering the Eligible Structure. If AT&T CALIFORNIA does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T CALIFORNIA shall deliver the requested documents to Collocator immediately upon locating same.

13.4 AT&T CALIFORNIA will provide a security escort with the Collocator paying the expense for the escort. AT&T CALIFORNIA will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that AT&T CALIFORNIA may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Section 1.1 is null and void, and all virtual collocation will be maintained by AT&T CALIFORNIA as described in Section 1.1.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T CALIFORNIA with reasonable notice of the entry. Notice will be provided to AT&T CALIFORNIA's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T CALIFORNIA's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T CALIFORNIA security standards. Disciplinary procedures shall be established in accordance with Section 14.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T CALIFORNIA or other Collocators in jeopardy.

13.7 AT&T CALIFORNIA may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

13.8 AT&T CALIFORNIA shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T CALIFORNIA's equipment suppliers with equivalent access.

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

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Limitation of Liability

14.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T CALIFORNIA or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

14.1.2 Neither AT&T CALIFORNIA nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

14.1.3 Both AT&T CALIFORNIA and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

14.1.4 The liability of either AT&T CALIFORNIA or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

14.2 Third Parties

14.2.1 AT&T CALIFORNIA is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither AT&T CALIFORNIA nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of

culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T CALIFORNIA or the Collocator or its agents or employees

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

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

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

14.6 Insurance

14.6.1 Coverage Requirements

14.6.1.1 Except as provided in this section 14 ,the Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law, as stated in General Terms and Conditions, Section 5.

14.6.1.1.1 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T CALIF0RNIA from and waives any and all right of recovery, claim, action or cause of action against AT&T CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives.

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

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

14.7 Conduct While in AT&T CALIFORNIA Eligible Structures

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

14.7.1.1 Theft or destruction of AT&T CALIFORNIA's or Collocator's property;

14.7.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T CALIFORNIA's property;

14.7.1.3 Threats or violent acts against other persons on AT&T CALIFORNIA's property;

14.7.1.4 Knowing violations of any local, state or federal law on AT&T CALIFORNIA's property;

14.7.1.5 Permitting unauthorized persons access to AT&T CALIFORNIA or Collocator's equipment on AT&T CALIFORNIA's property; and

14.7.1.6 Carrying a weapon on AT&T CALIFORNIA's property.

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

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

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T CALIFORNIA's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T

CALIFORNIA's own employees and authorized contractors must undergo. AT&T CALIFORNIA will not, however, require Collocator to receive security training from AT&T CALIFORNIA, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T CALIFORNIA's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in 12 preceding apply to this virtual collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T CALIFORNIA's Offices

16.1.1 This security escort charge consists of the charges for AT&T CALIFORNIA-provided security escorts for Collocator Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified in the Pricing Schedule.

16.2 Rate Element for AT&T CALIFORNIA's CEV, HUT, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T CALIFORNIA provided security escorts for Collocator Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are set forth in the Pricing Schedule.

16.3 Application of Rates and Charges

Beginning on and after the Effective Date, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). Collocation rates later determined by the Commission in the OANAD or other appropriate proceeding shall replace these rates. The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing MCIm collocation arrangements, including those established before the Effective Date, unless later specifically ordered otherwise by the Commission. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date, unless later specifically ordered otherwise by the Commission.

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

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

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T CALIFORNIA Main Distribution Frame or its equivalent by AT&T CALIFORNIA Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 41.2. If Collocator selects this option, AT&T CALIFORNIA will install and stencil termination blocks or panels at AT&T CALIFORNIA Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T CALIFORNIA Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T CALIFORNIA Approved Vendor must obtain an approved Method Procedures (MOP) from AT&T CALIFORNIA and follow AT&T CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities.

17.2 DC Power Arrangement Provisioning

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

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

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 41.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T CALIFORNIA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T CALIFORNIA and follow AT&T CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T CALIFORNIA Approved Vendor Installs Interconnection and Power Cabling

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

arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 41.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T CALIFORNIA shall construct and turnover to the Collocator's AT&T CALIFORNIA Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T CALIFORNIA receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T CALIFORNIA, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T CALIFORNIA has received such response and payment. If the Collocator has not provided AT&T CALIFORNIA such response and payment by the twelfth (12th) calendar day after the date AT&T CALIFORNIA notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T CALIFORNIA's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T CALIFORNIA taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T CALIFORNIA with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T CALIFORNIA from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

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

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

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T CALIFORNIA will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by AT&T CALIFORNIA prior to the space being turned over to the Collocator's AT&T CALIFORNIA Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T CALIFORNIA Approved Vendor by AT&T CALIFORNIA.

17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

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

17.3.3.3 The cabling Augment interval is determined by AT&T CALIFORNIA taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T CALIFORNIA with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T CALIFORNIA from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

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

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or

fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T CALIFORNIA from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

17.3.4 All Other Augments

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

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T CALIFORNIA's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T CALIFORNIA Central Offices

17.4.1 DC Power Arrangement Provisioning

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

17.4.2 DS0 Voice Grade Cable Arrangement

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

17.4.3 DS-1 Interconnection Cable Arrangement to DCS

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

17.4.4 DS-1 Interconnection Cable Arrangement to DSX

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-

going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Pricing Schedule.

17.4.5 DS-3 Interconnection Cable Arrangement to DCS

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

17.4.6 DS-3 Interconnection Cable Arrangement to DSX

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Pricing Schedule.

17.4.7 Fiber Interconnection Cable Arrangement

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

17.4.8 Collocation to Collocation Connection

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

17.4.8.1.1 Fiber Cable

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

17.4.8.1.2 Copper Cable

17.4.8.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Pricing Schedule.

17.4.8.1.3 Coax Cable

17.4.8.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T CALIFORNIA approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Pricing Schedule.

17.4.8.1.4 Cable Racking and Hole

17.4.8.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Pricing Schedule.

17.4.8.1.5 Route Design

17.4.8.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Pricing Schedule.

Accessible



"Notification of Pacific Bell Telephone Company (Pacific) Implementation of (Revised) Interim Prices for all Forms of Collocation – California"

Date: March 10, 2000

Number: CLECC00-064

Contact: California Collocation Services

This letter is being sent to notify CLECs of an update to Pacific Bell's Accessible Letter No. CLECC00-054 dated March 3, 2000 implementing new interim prices for all forms of Collocation.

The nonrecurring and monthly recurring rates associated with voice grade, DS1, DS3 and optical circuits for caged, shared/common cage, cageless, virtual, and adjacent on site collocation are not applicable in California.

The attached interim rate sheets have been edited to remove the affected rate elements and rates.

If you have questions, please contact the Collocation Services Account Team at 415-542-4034.

Attachment

Summary of Collocation Cost Model - Physical Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	$3,584.48	Per Request	Manpower Required Per CLEC Request	$0.00	Per Request	Manpower Required Per CLEC Request
Planning		Per 100 Sq. Ft Cage	Manpower for Planning Initial Collocation Building Modifications	$17.30	Per 100 Sq. Ft Cage	Manpower for Planning Initial Collocation Building Modifications
Planning	$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Physical Grounding		Per 100 Sq. Ft Cage	Total Cost of Equipment Grounding	$5.01	Per 100 Sq. Ft Cage	Total Cost of Equipment Grounding
Physical Cage Prep		Per 100 Sq. Ft Cage	Elements involved in the physical construction of the Cage, costed for the 100 Sq. Ft Cage and one fourth of the 150 Sq. Ft Common Area	$62.72	Per 100 Sq. Ft Cage	Elements involved in the physical construction of the Cage, costed for the 100 Sq. Ft Cage and one fourth of the 150 Sq. Ft Common Area
HVAC		Per 10 Amps	HVAC cost per 10 amp request	$5.55	Per 10 Amps	HVAC cost per 10 amp request
Physical Land & Building				$1,211.67	Per 100 Sq. Ft Cage	$8.81 Per Sq. Ft per month Land & Building Cost times 137.5 Sq. Ft allocation resulting from 100 Sq. Ft Cage and one fourth of 150 Sq. Ft Common Area.
Physical Cable Racking		Per 100 Sq. Ft Cage	Total Cost includes 20" Rack at 5' and 20' lengths from Connectivity, 12" Rack at 5' and 20' lengths from Entrance Fiber, and 15"x5' Rack from Power Delivery.	$25.59	Per 100 Sq. Ft Cage	Total Cost includes 20" Rack at 5' and 20' lengths from Connectivity, 12" Rack at 5' and 20' lengths from Entrance Fiber, and 15"x5' Rack from Power Delivery.
Entrance Fiber	$1,107.76	Per Cable	Cable Installation, Splice, and Pull	$0.00	Per Cable	Cable Installation, Splice, and Pull
Rack, Hole		Per Cable	Cable Hole, Rack, and Occupancy Charges	$2.57	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery	$172.86	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns
	$225.47	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns
	$293.87	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	$5.70	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				$4.70	Per Amp	Monthly AC Rate Per DC Amp
Physical to Physical Connection						
Cable Racking and Hole for Optical		Per Cable	Rack, Hole	$0.79	Per Cable	Rack, Hole
Cable Racking and Hole for DS1 or DS3		Per Cable	Rack, Hole	$0.71	Per Cable	Rack, Hole
Connection for DS1	$1,439.70	Per 28 Ckt	Cable	$0.00	Per 28 Ckt	Cable
Connection for DS3	$367.90	Per 1 Ckt	Cable	$0.00	Per 1 Ckt	Cable
Connection for Optical	$2,306.54	Per Cable	12 Fiber breakout cable	$0.00	Per Cable	12 Fiber breakout cable

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model - Physical Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Security Access						
Security Access Cards	$93.95	Per Request	Request assumes 5 Security Access Cards at $15 per card.	$0.00	Per Request	Request assumes 5 Security Access Cards at $15 per card.
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Shared/Common Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	$3,033.02	Per Request	Manpower Required Per CLEC Request	$0.00	Per Request	Manpower Required Per CLEC Request
Planning		Per Linear Foot of Rack Space	Manpower Required Common Cage	$0.80	Per Linear Foot of Rack Space	Manpower Required Common Cage
Planning	$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Grounding		Per Linear Foot of Relay Rack Space	Total Cost of Equipment Grounding	$0.23	Per Linear Foot of Relay Rack Space	Total Cost of Equipment Grounding
Cage Preparation		Per Linear Foot of Relay Rack Space		$2.35	Per Linear Foot of Relay Rack Space	
HVAC		Per 10 Amps	HVAC cost per 10 amp request	$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Building				$56.28	Per Linear Foot of Relay Rack Space	$8.81 Per Sq. Ft per month Land & Building Cost multiplied by Square Foot Common Cage divided by Linear Feet of Relay Rack Space.
Cable Racking		Per Linear Foot of Relay Rack Space	Cost includes Entrance Fiber/Optical Racking, Power Delivery Racking, and Connectivity Racking in Common Cage (i.e. 3 racks per linear foot of relay rack space in Common Cage)	$4.05	Per Linear Foot of Relay Rack Space	Cost includes Entrance Fiber/Optical Racking, Power Delivery Racking, and Connectivity Racking in Common Cage (i.e. 3 racks per linear foot of relay rack space in Common Cage)
Entrance Fiber	$1,107.76	Per Cable	Cable Installation, Splice, and Pull	$0.00	Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	$2.57	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery	$172.86	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns
	$225.47	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns
	$293.87	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns	$0.00	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	$5.70	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				$4.70	Per Amp	Monthly AC Rate Per DC Amp
Security Access						
Security Access Cards	$93.95	Per Request	Request assumes 5 Security Access Cards at $15 per card.		Per Request	Request assumes 5 Security Access Cards at $15 per card.
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Adjacent On Site **03/10/00**
Version 3.0 California Modified **PTCA**

Element	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	$6,203.91	Per Request	Manpower Required Per CLEC Request	$0.00	Per Request	Manpower Required Per CLEC Request
Planning	$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Land & Building				$0.39	Per Square Foot	Exterior Premise Space Occupancy (Parking Lot)
Entrance Fiber	$1,204.09	Per Cable	Cable Installation, Splice, and Pull	$0.00	Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	$2.55	Per Cable	Cable Hole, Rack, and Occupancy Charges
Racking				$1.78	Per Rack	Shared Ladder Rack in Telecommunications Area
Racking	$299.71	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site	$0.00	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site
Racking		Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. Optical circuits share racking with entrance fiber.	$22.45	Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. Optical circuits share racking with entrance fiber.
Cable Entrance	$858.22	Per Wall Opening	24" X 23" Weatherproof/Firestopped Enclosure and Wall Opening	$0.00	Per Wall Opening	24" X 23" Weatherproof/Firestopped Enclosure and Wall Opening
Power Consumption						
DC Plant		Per Amp	Batteries, Rectifiers, Generator, Shared Racking, etc.	$4.89	Per Amp	Batteries, Rectifiers, Generator, Shared Racking, etc.
AC Usage				$4.70	Per Amp	Monthly AC Rate Per DC Amp
Power Delivery						
200 Amp Power Cables	$6,135.04	Per 200 Amp service	Includes A&B feeds and Battery Returns		Per 200 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 200 Amp service	Shared Ladder Rack and Cable Holes	$14.99	Per 200 Amp service	Shared Ladder Rack and Cable Holes
400 Amp Power Cables	$11,913.08	Per 400 Amp service	Includes A&B feeds and Battery Returns	$0.00	Per 400 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 400 Amp service	Shared Ladder Rack and Cable Holes	$29.97	Per 400 Amp service	Shared Ladder Rack and Cable Holes
600 Amp Power Cables	$15,740.22	Per 600 Amp service	Includes A&B feeds and Battery Returns	$0.00	Per 600 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 600 Amp service	Shared Ladder Rack and Cable Holes	$31.63	Per 600 Amp service	Shared Ladder Rack and Cable Holes
800 Amp Power Cables	$23,431.83	Per 800 Amp service	Includes A&B feeds and Battery Returns	$0.00	Per 800 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 800 Amp service	Shared Ladder Rack and Cable Holes	$47.44	Per 800 Amp service	Shared Ladder Rack and Cable Holes
Racking	$301.51	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site	$0.00	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Adjacent On Site **03/10/00**
Version 3.0 California Modified **PTCA**

Racking		Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall	$32.29	Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall
Cable Entrance	$723.87	Per Wall Opening	16" X 12" Weatherproof/Firestopped Enclosure and Wall Opening	$0.00	Per Wall Opening	16" X 12" Weatherproof/Firestopped Enclosure and Wall Opening
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Virtual Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Virtual Collocation	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	$4,549.53	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.	$0.00	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.
Planning	$1,378.65	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
HVAC		Per 10 Amps	HVAC cost per 10 amp request	$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Buildings				$14.87	Per 1/4 of Rack Floor Area and Common Area	$6.6 Per Sq. Ft. per month Land & Building Cost times Sq. Ft. allocation resulting from 9 Sq. Ft. multiplied by 0.25 =2.25Sq. Ft.
Relay Rack		Per 1/4 of Rack	Relay rack charge for 1/4 rack space	$2.50	Per 1/4 of Rack	Relay rack charge for 1/4 rack space
Entrance Fiber	$1,107.76	Per Cable	Cable Installation, Splice, and Pull	$0.00	Per Cable	Cable Installation, Splice, and Pull
Rack		Per Cable	Cable Hole, Rack, and Occupancy Charges	$13.46	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery		Cable Rack A	15" Existing Cable Rack	$0.08	Cable Rack A	15" Existing Cable Rack
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	$6.08	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				$4.70	Per Amp	Monthly AC Rate Per DC Amp
Virtual to Virtual Connection						
Cable Racking for Optical		Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),	$0.23	Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),
Cable Racking for DS1 or DS3		Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)	$0.19	Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)
Connection for DS1	$567.16	Per 28 Ckt	Cable	$0.00	Per 28 Ckt	Cable
Connection for DS3	$144.93	Per 1 Ckt	Cable	$0.00	Per 1 Ckt	Cable
Connection for Optical	$908.64	Per Cable	Cable	$0.00	Per Cable	Cable
Equipment Maintenance and Security Escort						
CENTRAL OFFICE TYPE	Initial Charge (Hours)	Subsequent Charge (Hours)				
Staffed CO, and During Attended Hours	0.25	0.25	Per Request, Response Time 1 Hour		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Staffed CO, and During Unattended Hours	4.00	0.25	Per Request, Response Time 4 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Not staffed CO, and During Normal Business Day	0.25	0.25	Per Request, Response Time 2 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Virtual Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Not staffed CO, and During Non-Normal Business Day	4.00	0.25	Per Request, Response Time 4 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Entrance Fiber Structure Tariff						
	Non-Recurring			Monthly Recurring		
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Cageless Collocation 03/10/00
Version 3.0 California Modified PTCA

Cageless Collocation	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	$4,549.53	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.		Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.
Planning	$1,378.65	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only		Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
HVAC		Per 10 Amps	HVAC cost per 10 amp request	$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Buildings				$14.87	Per 1/4 of Rack Floor Area and Common Area	$6.6 Per Sq. Ft. per month Land & Building Cost times Sq. Ft. allocation resulting from 9 Sq. Ft. multiplied by 0.25 =2.25Sq. Ft.
Relay Rack		Per 1/4 of Rack	Relay rack charge for 1/4 rack space	$2.50	Per 1/4 of Rack	Relay rack charge for 1/4 rack space
Entrance Fiber	$1,107.76	Per Cable	Cable Installation, Splice, and Pull		Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	$13.46	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery		Cable Rack A	15" Existing Cable Rack	$0.08	Cable Rack A	15" Existing Cable Rack
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	$6.08	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				$4.70	Per Amp	Monthly AC Rate Per DC Amp
Virtual to Virtual Connection						
Cable Racking for Optical		Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),	$0.23	Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),
Cable Racking for DS1 or DS3		Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)	$0.19	Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)
Connection for DS1	$567.16	Per 28 Ckt	Cable		Per 28 Ckt	Cable
Connection for DS3	$144.93	Per 1 Ckt	Cable		Per 1 Ckt	Cable
Connection for Optical	$908.64	Per Cable	Cable		Per Cable	Cable
Equipment Maintenance and Security Escort						
CENTRAL OFFICE TYPE	Initial Charge (Hours)	Subsequent Charge (Hours)				
Staffed CO, and During Attended Hours	0.25	0.25	Per Request, Response Time 1 Hour		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Staffed CO, and During Unattended Hours	4.00	0.25	Per Request, Response Time 4 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Not staffed CO, and During Normal Business Day	0.25	0.25	Per Request, Response Time 2 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Cageless Collocation **03/10/00**
Version 3.0 California Modified **PTCA**

Not staffed CO, and During Non-Normal Business Day	4.00	0.25	Per Request, Response Time 4 Hours		Equipment Maintenance Labor Rate (NTEC) =$ 45.6 per hour. Security Escort Labor Rate(FMAC) =$ 44.22 per hour.	
Entrance Fiber Structure Tariff						
	Non-Recurring			Monthly Recurring		
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Accessible



"Notification of Pacific Bell Telephone Company (Pacific) Implementation of Interim Prices for OPTICAL CIRCUITS for all Forms of Collocation – California"

Date: April 27, 2000

Number: CLECC00-111

Contact: California Collocation Services Team

This letter is being sent to notify the CLECs of an update to Pacific Bell's Accessible Letters Nos. CLECC00-054 dated March 3, 2000, and CLECC00-064 dated March 10, 2000 implementing interim rates for all forms of Collocation.

Effective immediately, for an interim period pending adoption of final rates for Collocation, all requests for optical circuits will be billed for initial cabling of optical circuits using rates consistent with the rates provided in the CCM (See Attachment) for the following collocation arrangements: physical caged, physical cageless, shared/common cage, virtual, and adjacent on-site. These optical circuit rates are interim and subject to true-up to the outcome of the re-opened OANAD Collocation Phase proceeding. CLECs are now required to submit fifty percent (50%) of the nonrecurring charges for optical circuits as part of the initial payment for the collocation arrangement before Pacific begins construction of the collocation arrangement

If you have questions or concerns, please contact the Collocation Account Team at 415-542-4034.

Attachments

Summary of Collocation Cost Model

Collocation Cost Model Version 3.0 California Modified
OPTICAL CIRCUITS
Prices Modified to reflect 19% Mark-Up in Compliance with D.99-11-050

Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Optical Circuits						
Connection to FDF	$2,656.01	Per Cable	12 Fiber breakout cable	$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	$7.78	Per Cable	Rack, Hole, and FDF

Shared/Common Collocation

Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Optical Circuits						
Connection to FDF	$2,656.01	Per Cable	12 Fiber breakout cable	$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	$7.78	Per Cable	Rack, Hole, and FDF

Adjacent On Site

Element	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Optical Circuits						
Connection to FDF	$2,949.57	Per Cable	12 Fiber breakout cable	$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	$7.80	Per Cable	Rack, Hole, and FDF
Racking		Per Cable	Shared Ladder Rack in Telecommunications Area	$0.72	Per Cable	Shared Ladder Rack in Telecommunications Area

Virtual Collocation

	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Optical Circuits						
Connection to FDF	$2,306.54	Per Cable	12 Fiber breakout cable	$0.00	Per Cable	12 Fiber breakout cable
		Per Cable	Rack, Hole, and FDF	$7.78	Per Cable	Rack, Hole, and FDF

Cageless Collocation

	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Optical Circuits						
Connection to FDF	$2,306.54	Per Cable	12 Fiber breakout cable		Per Cable	12 Fiber breakout cable
		Per Cable	Rack, Hole, and FDF	$7.78	Per Cable	Rack, Hole, and FDF

APPENDIX DIRECTORY ASSISTANCE LISTING INFORMATION (DALI)

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1. INTRODUCTION

1.1 AT&T CALIFORNIA agrees to provide Directory Assistance Listing Information ("DALI") under the following terms and conditions: The prices at which AT&T CALIFORNIA agrees to provide MCIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T CALIFORNIA's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T CALIFORNIA's telephone exchange service subscribers located in the State of CALIFORNIA. DALI shall also include updates. AT&T CALIFORNIA shall use commercially reasonable efforts to provide MCIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of CALIFORNIA and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in CALIFORNIA who have not objected to disclosure of such information in accordance with Applicable Law.

2.2 AT&T CALIFORNIA will provide nondiscriminatory access to DALI in accordance with Applicable Law.

2.3 AT&T CALIFORNIA owns and maintains the database containing directory assistance listing information.

2.4 Inasmuch as AT&T CALIFORNIA provides DA service under contract for other Telecommunications Carriers, AT&T CALIFORNIA's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.

2.5 The data will be received from AT&T CALIFORNIA via Network Data Mover ("NDM") listed by NPA.

2.6 Upon MCIm's request, since an NDM link is already established (and providing modifications are not made to the existing link that would require testing) not later than sixty (60) days and after receipt of initial load request, AT&T CALIFORNIA shall provide DALI to MCIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld. For all other CLECs, if an NDM link must be established or if modification to an existing link requires testing, then AT&T CALIFORNIA shall provide DALI to a CLEC in accordance with a date mutually agreed to by the Parties.

2.7 On a daily basis, AT&T CALIFORNIA shall provide updates. Updates shall be current as of the provision date.

2.8 Upon request, AT&T CALIFORNIA shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3. INTENTIONALLY OMITTED

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

4.1 MCIm may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with Applicable Law.

4.2 If this Agreement is terminated by MCIm with the stated intention that no successor agreement will be entered into, MCIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by AT&T CALIFORNIA, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.

4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of

the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIm may verify the listing by matching the caller-provided address with the address in MCIm's database. MCIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIm can notify the customer that the requested listing is non-published.

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

5.1 AT&T CALIFORNIA shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). AT&T CALIFORNIA will provide to MCIm a telephone number that will permit MCIm to contact AT&T CALIFORNIA in the event a MCIm customer ("Calling Party") indicates to MCIm that he/she must reach a AT&T CALIFORNIA customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T CALIFORNIA DALI database, AT&T CALIFORNIA will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T CALIFORNIA by MCIm or the contact telephone number of MCIm.

5.1.1 AT&T CALIFORNIA will only accept calls from employees of MCIm or its affiliates on behalf of MCIm's end user customers. AT&T CALIFORNIA will not accept calls from MCIm's end user customers.

5.2 MCIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIm use the Non-Pub ENS for non-emergency situations.

5.3 MCIm's representative shall provide to AT&T CALIFORNIA (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T CALIFORNIA will wait approximately thirty (30) minutes and make a second call attempt. If AT&T CALIFORNIA's second call attempt is unsuccessful, AT&T CALIFORNIA will promptly call MCIm and inform MCIm of its inability to reach the Non-Published Customer.

5.5 If the Non-Published Customer does not answer but AT&T CALIFORNIA reaches such Non-Published Customer's answering machine or voice mail service, AT&T CALIFORNIA will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T CALIFORNIA by MCIm or the contact telephone number of MCIm. AT&T CALIFORNIA will promptly call MCIm and inform MCIm that AT&T CALIFORNIA left a message for the Non-Published Customer.

5.6 Under no circumstances will AT&T CALIFORNIA release Non-Published telephone numbers to a MCIm employee or end user customer.

5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.

5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

6.1 Rates for DALI are contained in Appendix Pricing.

7. INTENTIONALLY OMITTED

8. LIABILITY

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

APPENDIX DIRECTORY ASSISTANCE SERVICES

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCIm provided by AT&T CALIFORNIA.

1.2 AT&T CALIFORNIA shall provide to MCIm customers the capability to dial the same telephone numbers for access to AT&T CALIFORNIA's directory assistance as AT&T CALIFORNIA customers use to access AT&T CALIFORNIA directory assistance. Access numbers to AT&T CALIFORNIA's Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2. DEFINITIONS

2.1 The following terms are defined as set forth below:

2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.

2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T CALIFORNIA DA Operator.

2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.1.4 Intentionally Omitted

3. SERVICES

3.1 All DA Services described herein shall be provided in accordance with Applicable Law.

3.2 AT&T CALIFORNIA shall provide Directory Assistance in accordance with the terms and conditions herein, unless AT&T CALIFORNIA provides MCIm with customized routing as defined in Appendix UNE.

3.2.1 Directory Assistance (DA)

3.2.1.1 Listing Information: AT&T CALIFORNIA shall provide to MCIm the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for MCIm end user customers who opt for Non-List Number status in the White Pages Directories.

3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of MCIm's end user customer utilizing an automated voice system or with operator assistance.

3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

3.2.4 Intentionally Omitted

3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a MCIm end user provides.

3.2.6 BUSINESS CATEGORY SEARCH (BCS): AT&T CALIFORNIA - A service which will provide MCIm's End Users the ability to 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. A maximum of ten requested telephone numbers will be provided for each BCS call.

4. CALL BRANDING

4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each DA call. In all cases, AT&T CALIFORNIA will brand the DA call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by AT&T CALIFORNIA to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.

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

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

4.2.2 Branding Load Charges

4.2.2.1 Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding.

4.2.3 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 If MCIm elects to use DA Services where technically feasible and/or available, AT&T CALIFORNIA will provide MCIm DA Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

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

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

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

6. RESPONSIBILITIES OF THE PARTIES

6.1 MCIm will provide AT&T CALIFORNIA at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.

6.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T CALIFORNIA Operator assistance switch. Should MCIm seek to obtain interexchange DA Service from AT&T CALIFORNIA, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.3 MCIm will furnish to AT&T CALIFORNIA a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.4 MCIm will provide AT&T CALIFORNIA updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.5 MCIm will send the DA listing records to AT&T CALIFORNIA for inclusion in AT&T CALIFORNIA DA database via electronic gateway as described in Appendix WP.

6.6 MCIm agrees that AT&T CALIFORNIA may utilize MCIm's end user customer's listings contained in AT&T CALIFORNIA directory assistance database in providing AT&T CALIFORNIA Directory Assistance or DA related services.

6.7 MCIm further agrees that AT&T CALIFORNIA can release MCIm's directory assistance listings stored in AT&T CALIFORNIA Directory Assistance database to competing providers.

6.8 AT&T CALIFORNIA will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7. METHODS AND PRACTICES

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

8. PRICING

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

9. LIABILITY

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

10. TERMINATION OF SERVICE

10.1 MCIm may terminate use of AT&T CALIFORNIA's DA Services upon ninety (90) days advance written notice to AT&T CALIFORNIA.

APPENDIX INVOICING

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions by which the Parties shall render and pay bills for all services provided pursuant to this Agreement, including but not limited to Resale, unbundled Network Elements, Reciprocal Compensation, Interconnection and Collocation.

1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments AT&T CALIFORNIA may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.

1.3 Intentionally Omitted.

1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.

1.5 For purposes of this Appendix Invoicing, the Party rendering a bill shall be the "Billing Party" and the Party receiving the bill shall be the "Billed Party."

2. TRANSMISSION OF BILLS AND CREDITS

2.1 The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information.

2.2 Where technically feasible, each Party will transmit billing information and data to the other in an electronic format. Upon transmission failure, the Billed Party will notify the Billing Party within 10 (ten) business days invoice date and the Billing Party will re-transmit the bill at its own cost, provided the transmission failure was caused by the Billing Party's systems or actions. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission. In emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other. The Parties shall use media packaging that is sufficient to ensure that the media is protected and useable when the other Party receives it.

2.3 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The Parties will mutually agree upon the file (block size, record length, etc.).

2.4 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.

2.5 The Parties shall provide each other a single point of contact ("SPOC"), for AT&T CALIFORNIA the SPOC will be MCIm's designated account manager for handling any questions or problems regarding bills that may arise during the implementation and performance of the obligations of this Appendix Invoicing. The AT&T CALIFORNIA SPOC will be available via a single telephone number (not through an answering center).

2.6 Each Party will establish monthly billing dates ("Bill Date") for each bill type, which Bill Date will be the same day from month to month. Each Party will provide the other Party at least thirty (30) calendar days' written notice prior to changing, adding or deleting any bill type. All bills must be received by the recipient no later than ten (10) calendar days from the Bill Date or at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

2.7 The Parties will render and transmit to each other accurate and timely bills.

2.8 Credits. If the Billed Party disputes charges pursuant to Section 6.0 et seq., of this Appendix Invoicing and the dispute is resolved in favor of the Billed Party, the Billing Party shall credit the Billed Party for the amount of the dispute(s) ("Disputed Amounts"), along with interest charges as defined in the Late Payment Charges section 5.0 et seq., below, no later than the second Bill Due Date after the resolution of the dispute or as otherwise agreed by the Parties, The Billing Party shall limit any such credit(s) associated with the dispute consistent with the Stake Date limitations set forth below.

2.9 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted by the Billed Party to the Billing Party through the claims process set forth in section 6.7 below.

2.10 The Billing Party making a credit may issue the credit in the "Other Charges and Credits" portion of the applicable Billing Account Number (BAN), unless the Parties agree to pay by electronic funds transfer via ACH network, wire transfer, check, or other mutually agreed means.

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

3.1 Except for Reciprocal Compensation billing, which is set forth separately in Section 4 below, and unless otherwise stated, each Party will render monthly bill(s) to the other for Resale Services, unbundled Network Elements, and Collocation, and all functions, facilities, products and services provided in the Agreement at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.

3.2 Subject to the terms of this Appendix, each Party shall remit payment the other Party as set out below:

3.2.1 Remittance in full of all bills not subject to an exception set forth in Section 8 are due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.

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

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

3.3 Except as provided in Sections 4 (REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION) and 8 (EXCEPTIONS) of this Appendix Invoicing, the Billed Party shall pay in full all billed charges, even if some or all of the charges are disputed. However, nothing in this Appendix

Invoicing shall be construed to limit either Party's ability to file claims at the Local Service Center and/or seek Dispute Resolution in accordance with the terms of this Agreement.

3.4 Disputed Bills

3.4.1 The Billed Party shall pay all disputed sums to the Billing Party without waiving its right to receive reimbursement, true up, set-off, or other billing adjustments.

3.4.2 Alternatively, the Billed Party may, at its option, withhold disputed sums and pay the dispute portion into an interest-bearing Third Party escrow account, subject to the following:

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

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

3.4.2.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle electronic funds transfers via the ACH network;

3.4.2.4 The escrow account must be an interest bearing account;

3.4.2.5 All charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

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

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

3.4.2.8 Disbursements from the escrow account will be limited to those: (a) authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement), or (b) made in accordance with the final, non-appealable order of the arbitrator, commission, or court that has jurisdiction pursuant to the Dispute Resolution section of the General Terms of this Interconnection Agreement.

4. INTENTIONALLY OMITTED

5. LATE PAYMENT CHARGES

5.1 A late payment charge shall be applied, if: (i) no payment is received by the Billing Party by the Bill Due Date or any agreed-to extension thereof; (ii) a partial payment of the amount due is received by the Billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the Billing Party in funds that are not immediately available to the Billing Party.

5.1.1 If any charge incurred under this Agreement billed out of CRIS or RBS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate retail tariff governing Late Payment Charges to AT&T CALIFORNIA' retail business end users customers in AT&T CALIFORNIA

5.1.2 If any charge incurred under this Agreement for Services billed out of CABS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate access tariff governing Late Payment Charges in

6. LIMITS ON BILLING DISPUTES

6.1 Stake Dates. In order to achieve greater certainty in the billing and bill auditing processes, the Parties have agreed to limit contractually how far back a claim of underbilling or overbilling can go, called

setting "Stake Dates." To achieve this certainty, the Parties mutually agree that the Stake Dates shall apply regardless of whether the applicable billing before the Stake Date was in error or not, and regardless of whether statutory or common law limitations would permit a claim to go farther back in time. As used herein, therefore, "Stake Date" shall mean the point in time before which no adjustments, credits, refunds, reimbursements, or other billing true ups will apply, based on the filing of claims and Bill Dates (defined as the Invoice Date provided on the paper or electronic bill) set forth herein except as set forth in Section 6.2 below and Section 8.

6.2 Filing Claims. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 6.7 below. In the event that the Billed Party cannot reasonably identify the specific circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within ninety (90) days of opening the dispute. The Billed Party must submit any dispute by the applicable Stake Date set forth below.

6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the Bill Date (not the Bill Due Date).

6.4 Appendix Compensation. The Parties agree that, except as may be set forth by Applicable Law, there shall be no Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.

6.6 Transmission Failure. Neither Party may dispute a charge that beyond the applicable Stake Date, unless there has been a transmission failure for a bill transmitted electronically. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission.

6.7 Claims Process for Billing Disputes.

6.7.1 Disputes Filed by MCIm. When submitting disputes, MCIm agrees to use the AT&T CALIFORNIA "13-State Billing Claims Dispute Form" or another mutually agreed-to format and shall submit the claims form to the appropriate AT&T CALIFORNIA local service center ("LSC") or MCIm account team, as agreed by the Parties. For each dispute, MCIm shall furnish AT&T CALIFORNIA with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) Consolidated Billing Accounts (CBA), Enhance Summary Billing Accounts, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that MCIm disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), MCIm may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, AT&T CALIFORNIA may request additional information from MCIm that may reasonably be necessary to resolve the dispute but shall not deny MCIm's claim until MCIm has had the opportunity to provide the requested information. MCIm shall provide such additional information within thirty (30) days of receipt of AT&T CALIFORNIA' request, unless the Parties agree to a different period. Any denial by AT&T CALIFORNIA of a dispute submitted by MCIm shall be made in writing and directed to the attention of the MCIm contact who filed the dispute. Any proposed changes to the 13-State Billing Claims Dispute Form may be submitted to the 13-State CLEC

User Forum for consideration; however, AT&T CALIFORNIA reserves the right to modify the 13-State Billing Claims Dispute Form as needed for internal process purposes.

6.7.2 Disputes Filed by AT&T CALIFORNIA. When submitting disputes, AT&T CALIFORNIA agrees to use MCIm's preferred claims dispute form or another mutually agreed-to format and shall submit the claims form to the appropriate MCIm billing contact listed on the invoice. For each dispute, AT&T CALIFORNIA shall furnish MCIm with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) CBA, ESBA, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that AT&T CALIFORNIA disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), AT&T CALIFORNIA may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, MCIm may request additional information from AT&T CALIFORNIA that may reasonably be necessary to resolve the dispute but shall not deny AT&T CALIFORNIA's claim until AT&T CALIFORNIA has had the opportunity to provide the requested information. AT&T CALIFORNIA shall provide such additional information within thirty (30) days of receipt of MCIm' request, unless the Parties agree to a different period. Any denial by MCIm of a dispute submitted by AT&T CALIFORNIA shall be made in writing and directed to the attention of the AT&T CALIFORNIA contact who filed the dispute.

7. LIMITS ON BACKBILLING

7.1 If charges for services provided pursuant to this Agreement are found to be unbilled or underbilled, or need to be revised, adjusted, or otherwise rebilled, these amended or new invoices shall be collectively referred to as "backbilling." The Billing Party shall be limited to backbilling in accordance with the "Backbill Stake Dates" set forth below.

7.2 Appendix Collocation. The Backbill Stake Date for Collocation billing shall be one hundred twenty (120) days from the date the charges were incurred.

7.3 Appendix Compensation. The Parties agree that there shall be no Backbill Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.

7.5 Intentionally Omitted.

7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within ninety (90) days of submitting the backbill.

8. EXCEPTIONS

8.1 This section describes exceptions to the Stake Dates outlined in sections 6.0 and 7.0, and to the "Pay and Dispute" approach outlined in section 3.3. The Parties agree, however, that this section does not create exceptions to any other requirements of this Appendix, including the claims filing process outlined in section 6.2 and 6.7.

8.2 Regulatory Required True Up. Anything to the contrary in this Appendix Invoicing notwithstanding, both Parties shall be entitled to seek a billing true up based on an applicable and effective order of the FCC, the Commission, a legislative body or a judicial body of competent jurisdiction. Without limiting the applicability of the foregoing, an example of this Stake Date exception is where a rate increase or

surcharge is ordered, approved or allowed on a retroactive basis by the Commission or the FCC or by a court of competent jurisdiction.

8.3 Inaccurate Billing. On a Billing Account Number ("BAN") basis, the Billed Party may request an investigation for any BAN that the Billed Party has a good faith reason to believe (i) was rendered in error or (ii) contains obvious inaccuracies. For purposes of this section, rendered in error shall mean a bill that contains an OCN or OCNs that do not belong to the Billed Party or a bill for services that were ordered by a company other than the Billed Party. For purposes of this section, obvious inaccuracy shall mean only amounts due for that BAN that exceeds a 30% increase over the average monthly total for that BAN for the six-month period immediately preceeding the invoice in question.

8.3.1 Any such request for an investigation shall follow the claims process in section 6.7. During the pendency of the investigation, the Billed Party must comply with all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a notation of "inaccurate billing," a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.

8.3.2 Only amounts above the 130% level are relieved of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing, and only until a revised invoice for the investigated BAN is submitted, or for a period of sixty (60) days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing.

8.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.

8.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within sixty (60) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.

8.3.3 In the event of a consolidation of multiple BANs into a single BAN, the Parties agree that the prior six months average billing for the remaining single BAN will no longer properly represent the basis for the 130% threshold, and that the Parties agree to meet and confer before invoking the withholding rights outlined above on the consolidated BAN.

9. ADDITIONAL COPIES OF BILLS

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

10. OSS BILLING

10.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the AT&T CALIFORNIA Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.

10.2 AT&T CALIFORNIA shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

10.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective

systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.

10.4 The IS Call Center for the AT&T CALIFORNIA region provides a technical support function for current OSS billing interfaces. MCIm will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.

10.5 AT&T CALIFORNIA shall continue to provide MCIm electronic billing for the products/services currently billed electronically in the AT&T CALIFORNIA region.

10.6 The Parties acknowledge that billing for everything in this Agreement from MCIm to AT&T CALIFORNIA, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide AT&T CALIFORNIA with billing in paper format, unless otherwise mutually agreed.

10.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

APPENDIX INWARD ASSISTANCE OPERATOR SERVICE (INW)

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1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by AT&T CALIFORNIA to MCIm.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 The prices at which AT&T CALIFORNIA agrees to provide MCIm Inward Assistance Operator Services are contained in Appendix Pricing

2. SERVICES

2.1 Where technically feasible and available, AT&T CALIFORNIA's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.

2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIm is not purchasing AT&T CALIFORNIA's Operator Services.

3. DEFINITIONS

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

4. RESPONSIBILITIES OF THE PARTIES

4.1 If MCIm decides to order this optional service, it is the responsibility of MCIm to order the necessary facilities to interconnect with AT&T CALIFORNIA's Operator assistance switches in the various locations throughout the AT&T CALIFORNIA territory.

4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.

4.3 MCIm will furnish request for service in writing to AT&T CALIFORNIA, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T CALIFORNIA.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

4.4 AT&T CALIFORNIA - When utilizing the services of MCIm Inward Assistance, AT&T CALIFORNIA and MCIm agree that AT&T CALIFORNIA will pay MCIm at the same rate MCIm compensates AT&T CALIFORNIA pursuant to the terms of this Appendix.

4.5 Intentionally Omitted.

4.6 AT&T CALIFORNIA shall offer operator-to-operator BLV/BLVI to MCIm on a nondiscriminatory basis.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by MCIm Operators for routing and connecting to the AT&T CALIFORNIA Operator assistance switches. These codes are listed in the LERG and are specific to the various AT&T CALIFORNIA LATA's where AT&T CALIFORNIA Operator assistance switches are located.

5.2 AT&T CALIFORNIA Operator Services will require a Toll Center Code for MCIm Operator Services assistance switches that are listed in the LERG. This code will be the routing code used for connecting the AT&T CALIFORNIA Operator to the MCIm Operator on an Inward basis.

5.3 If MCIm requires establishment of a new Toll Center Code, MCIm shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

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

7. MONTHLY BILLING

7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.

7.2 AT&T CALIFORNIA will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

8. LIABILITY

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

9. TERM OF APPENDIX

9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.

9.2 If MCIm terminates this Appendix prior to the expiration of the term of this Appendix, MCIm shall pay AT&T CALIFORNIA, within thirty (30) days of the issuance of any bills by AT&T CALIFORNIA, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.

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

APPENDIX LINE SHARING

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APPENDIX LINE SHARING

1. INTRODUCTION

1.1 This Appendix Line Sharing sets forth the terms and conditions under which AT&T CALIFORNIA will provide MCIm with the High Frequency Portion of the Loop.

1.2 In addition to the terms and conditions of this Appendix Line Sharing, AT&T CALIFORNIA shall make the HFPL available to MCIm in accordance with applicable terms and conditions of Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, the Parties agree that the terms of this Appendix Line Sharing shall control.

1.3 The Parties agree that final outcomes from any applicable collaborative or proceedings may, at MCIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications.

1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

2. DEFINITIONS

2.1 Terms not defined herein shall have the meaning set forth elsewhere in this Agreement.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 "High Frequency Portion of the Loop" ("HFPL") consists of the frequency range on the copper Loop above the range that carries analog circuit-switched voice band transmissions. The voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz) and DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

2.8 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

2.12 Intentionally Omitted.

3. GENERAL TERMS AND CONDITIONS RELATED TO HFPL

3.1 Intentionally Omitted.

3.2 AT&T CALIFORNIA will continue to provide the HFPL for MCIm to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technologies as defined in Appendix xDSL for MCIm to serve its Embedded Base of End-Users. AT&T CALIFORNIA will not

impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T CALIFORNIA does not guarantee transmission speeds, available bandwidth nor imply any service level. MCIm may only deploy xDSL technologies using the HFPL when such technology does not interfere with analog voice band transmission.

3.3 Intentionally Omitted.

3.4 When AT&T CALIFORNIA is the provider of retail POTS analog voice service on the same Loop to the same end user customer, AT&T CALIFORNIA shall provide MCIm with HFPL access on that same Loop for MCIm to serve its Embedded Base of End-Users, provided that such Loop meets the Loop requirements as defined in Appendix xDSL.

3.5 Intentionally Omitted.

3.6 MCIm may identify to AT&T CALIFORNIA one or more CLECs as an authorized advanced services provider which is authorized by MCIm to add, change or delete advanced services capabilities within the HFPL employed or ordered by MCIm ("Advanced Services Provider"). Such an Advanced Services Provider shall submit orders on MCIm's behalf using MCIm's ACNA OCN and circuit facilities assignment ("CFA") information.

3.7 Intentionally Omitted.

3.8 AT&T CALIFORNIA shall provide MCIm with OSS access and loop qualification information for the HFPL in accordance with the applicable terms and conditions of Appendix xDSL and Appendix OSS of this Agreement.

4. ACCESS TO THE HFPL TO SERVE EMBEDDED BASE OF END USERS

4.1 The Parties agree to accept the outcome from the BHC phase of the TRO/TRRO proceeding regarding the following issues which were deferred from A.05-05-027: (Line Sharing 1) "What rates should apply for access to the HFPL for Grandfathered End Users?", (Price Schedule 3) "SBC: Should rates for HFPL Line Sharing Loops be included in the Price Schedule?" and "MCI: What are the appropriate rates for Line Sharing?"

5. HFPL OFFERING

5.1 In those instances where AT&T CALIFORNIA has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the AT&T CALIFORNIA central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, AT&T CALIFORNIA will make available access to the HFPL copper subloop pursuant to Appendix xDSL, Appendix Collocation and Appendix UNE (as to the general terms and conditions for subloops) and the terms of this Appendix, as applicable, to the extent MCIm is serving an Embedded Base End-User over an HFPL copper subloop.

5.2 When AT&T CALIFORNIA traditional retail POTS services are disconnected (as opposed to suspended) and not migrated to another carrier, AT&T CALIFORNIA will notify MCIm that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL Loop or will be disconnected at MCIm's option. Absent a request from MCIm to disconnect use of the HFPL within three (3) business days of such notification from AT&T CALIFORNIA, AT&T CALIFORNIA will automatically convert the HFPL to a full standalone xDSL Loop. In the event the HFPL is converted to a full standalone xDSL Loop, AT&T CALIFORNIA will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCIm.

5.3 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIm for Line Sharing, AT&T CALIFORNIA shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

7.1 The HFPLs serving MCIm's Embedded Base of End-Users will continue to be maintained and provisioned over a loop that meets the basic metallic loop parameters required to provide xDSL services. Subject to Section 7.2 below, MCIm shall designate, at MCIm's sole option, what loop Conditioning AT&T CALIFORNIA is to perform via an LSR or trouble ticket depending on how the original loop was provisioned. If the original loop was ordered without conditioning or the type of conditioning requested was not part of the original LSR then MCIm will issue a new LSR with the correct LMT code specifying the type of conditioning needed. If the original loop was provisioned via YZP or had the requested conditioning specified on the original LSR then MCIm will issue a trouble ticket. MCIm may request that AT&T CALIFORNIA Condition a loop to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the loop Conditioning rates set forth on the Appendix Pricing.

7.2 For HFPL, if MCIm's requested Conditioning will significantly degrade the customer's analog voice service, AT&T CALIFORNIA is not required to Condition a Loop; provided, however, for the HFPL, if AT&T CALIFORNIA contends that Conditioning that loop will significantly degrade the voiceband services that AT&T CALIFORNIA is currently providing over that loop, AT&T CALIFORNIA must either: (i) locate another copper loop that can be conditioned, migrate AT&T CALIFORNIA' voiceband service to that loop, and provide MCIm with access to the high frequency portion of that alternative loop; or (ii) if MCIm disputes AT&T CALIFORNIA' contention that the Conditioning of that loop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative copper loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

7.3 Intentionally Omitted

7.4 Intentionally Omitted.

7.5 In connection with loops that are greater than 12,000 feet in Equivalent 26-guage Loop Length, MCIm may request, by submitting a Local Service Request ("LSR") to AT&T CALIFORNIA to have additional industry standard Conditioning performed in connection with an HFPL for which MCIm elected, on its initial HFPL order, not to have any of the recommended loop Conditioning performed or only partial loop Conditioning performed after MCIm has been provisioned an HFPL. In any such event, MCIm will be billed and shall pay for any requested loop Conditioning at the rates set forth on the attached Appendix Pricing, along with any applicable service order charges. The provisioning interval for additional requests for Conditioning after an HFPL has been provisioned to MCIm for purposes of this subsection will be will be ten (10) business days, or the provisioning and installation interval applicable to AT&T CALIFORNIA's advanced services affiliate's xDSL-based services where Conditioning is required in that same state, whichever is less.

7.6 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the HFPL when used by MCIm to provision ADSL at the rates set forth on the attached Pricing Schedule. Tight twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. SERVICE QUALITY AND MAINTENANCE

8.1 Intentionally Omitted.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, AT&T CALIFORNIA shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. AT&T CALIFORNIA and MCIm agree to coordinate in good faith any Splitter testing, repair and maintenance

that will significantly impact the service provided by the other Party. In no event will AT&T CALIFORNIA perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first attempting to coordinate with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by AT&T CALIFORNIA without resolution, AT&T CALIFORNIA may restore narrowband voice service without MCIm's approval. When a connected facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in AT&T CALIFORNIA' portion of the network, the pair change will be completed during the standard offered repair interval at no additional charge to MCIm.

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

8.3 Maintenance of MCIm's Splitters

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

8.3.2 Intentionally Omitted.

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

8.3.3.1 If MCIm opens a trouble ticket for the HFPL to AT&T CALIFORNIA and the problem is determined to be in MCIm's network, MCIm will pay AT&T CALIFORNIA the applicable rate as specified in Section 8.10 below upon closing the trouble ticket.

8.3.3.2 MCIm-Owned Splitter

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

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

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

8.3.3.3 Test Head

8.3.3.3.1 AT&T CALIFORNIA will provide MCIm access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCIm utilizing MLT intrusive test scripts, MCIm must have established data service

on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on MCIm's trouble documentation for non-mechanized tests.

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

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

8.3.3.4 Intentionally Omitted.

8.3.3.5 Intentionally Omitted.

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

8.4.1 For loops 12,000 feet or less in Actual Loop Length, AT&T CALIFORNIA's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance and verification that the loop was (or is) Conditioned by AT&T CALIFORNIA to remove any excessive bridged tap(s), load coil(s) and/or repeaters subject to section 7.2 above.

8.4.2 For loops greater than 12,000 feet in Equivalent 26-guage Loop Length for which MCIm elected that AT&T CALIFORNIA not perform any recommended Conditioning in association with the HFPL, AT&T CALIFORNIA's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance.

8.4.3 For loops greater than 12,000 feet in Actual Loop Length for which MCIm requested that AT&T CALIFORNIA perform some or all of the recommended Conditioning in association with the HFPL, AT&T CALIFORNIA will verify continuity, the completion of all requested Conditioning subject to Section 7.2 above, and will repair at no charge to MCIm any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.4.4 Intentionally Omitted.

8.5 Intentionally Omitted.

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

8.7 For an HFPL currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T CALIFORNIA to resolve a MCIm-initiated HFPL trouble ticket or a trouble identified by AT&T CALIFORNIA, AT&T CALIFORNIA, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm

on an HFPL currently in service and AT&T CALIFORNIA determines that an LST can be performed, AT&T CALIFORNIA will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that AT&T CALIFORNIA elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T CALIFORNIA network-related problem, then MCIm will not be charged the LST rate or for AT&T CALIFORNIA' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an AT&T CALIFORNIA network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8.8 MCIm shall not rearrange or modify AT&T CALIFORNIA's retail POTS service within MCIm's equipment in any way without advance notice and coordination with AT&T CALIFORNIA.

8.9 When AT&T CALIFORNIA provides HFPL, continuity is generally assumed as AT&T CALIFORNIA retail POTS service is operating at the time of the order. Generally, AT&T CALIFORNIA would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, AT&T CALIFORNIA will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.10 The FCC tariffed rates found at Sections 175-T and 13 of the FCC No. 1 Access Tariff shall apply when MCIm is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; provided, however, the tariffed rates referenced below in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

9. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, AT&T CALIFORNIA will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. AT&T CALIFORNIA will also allow a MCIm-owned shelf to be to be installed under the terms and conditions of virtual collocation.

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCIm will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, AT&T CALIFORNIA will install the Splitter in an AT&T CALIFORNIA bay and AT&T CALIFORNIA will access the Splitter on behalf of MCIm for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCIm is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1 Splitter provisioning will use standard AT&T CALIFORNIA configuration cabling and wiring in AT&T CALIFORNIA locations. AT&T CALIFORNIA's Connecting Block layouts will reflect standard recognizable arrangements that will work with AT&T CALIFORNIA Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. The splitter data port and DSLAM will be hard-wired to each other.

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

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

10. INTENTIONALLY OMITTED

11. SPECTRUM MANAGEMENT

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

12. INTENTIONALLY OMITTED

13. RESERVATION OF RIGHTS AND INTERVENING LAW

13.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

APPENDIX
NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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APPENDIX NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.

The Parties agree that, after the Effective Date, either Party may provide the other with written notice of its desire to negotiate successor rates, terms and conditions for the Reciprocal Compensation Amendment and that, upon receipt by the other Party of such notice, the Parties shall engage in good-faith negotiations for successor rates, terms and conditions. If neither Party provides written notice of its desire to start such negotiations, such negotiations shall begin March 1, 2007.

If the Parties have not reached agreement on successor rates, terms and conditions by April 1, 2007, then (i) the Parties shall jointly submit a letter to the Commission's Executive Director and Telecommunications Division Director (also served on the service list for this proceeding) stating that they are resolving disputed issues via the Dispute Resolution clause of this Agreement and no Commission involvement is needed, or (ii) AT&T CALIFORNIA shall file an application for arbitration in accordance with the requirements of the Final Arbitrator's Report in Application 05-05-027 on Issues NIM 4, 8, 12[1] and Reciprocal Compensation 2, 4, 5, 6, 8, 9 and 16. Nothing in this Appendix Network is intended to be construed or interpreted as requiring the Parties to continue to operate under the Reciprocal Compensation Amendment after July 1, 2007.

1. DEFINITIONS

1.1 Intentionally Omitted.

1.2 Intentionally Omitted.

1.3 "End Office" or "End Office Switch" is as defined in Appendix Definitions.

1.4 Intentionally Omitted.

1.5 "IntraLATA Toll Traffic" describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the AT&T CALIFORNIA tariff approved by the Commission.

1.6 "ISP-Bound Traffic" is as defined in Appendix Intercarrier Compensation.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

[1] NIM Issue 4 is "Should SBC-CA's definition of "Access Tandem" be included in the Agreement?" NIM Issue 8 is "Which party's definition of Points of Interconnection should be included in the Agreement?" NIM Issue 12 is SBC-CA (a) When MCIm selects a single POI, should this attachment contain language detailing the need for MCIm to establish additional POIs when MCIm reaches the appropriate threshold of traffic?" and (b) Should MCIm be required to trunk to every Local Calling Area in which it Offers Service?" MCIm is "Should the Agreement include language reflecting the well-established legal principle that MCIm be entitled to interconnect at a single POI per LATA?"

1.9 Intentionally Omitted.

1.10 Local Interconnection Trunk Group(s) is defined as two-way trunks carrying i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T CALIFORNIA where AT&T CALIFORNIA is both the Section 251(b)(5) Traffic and IntraLATA toll provider.

1.11 Intentionally Omitted.

1.12 "Offers Service" – At such time as MCIm opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.13 Intentionally Omitted.

1.14 "Points of Interconnection" or "POI": means a physical location at which the Parties' networks meet for the purpose of establishing interconnection.

1.15 Intentionally Omitted.

1.16 Section 251(b)(5) Traffic is as defined in Appendix Intercarrier Compensation.

1.17 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T CALIFORNIA where AT&T CALIFORNIA is both the Section 251(b)(5) Traffic and IntraLATA toll provider.

1.18 "Trunk" or "Trunk Group" is as defined in Appendix Definitions.

2. NETWORK INTERCONNECTION METHODS

2.1 Upon request by MCIm, AT&T CALIFORNIA shall provide, interconnection for the facilities and equipment of MCIm with AT&T CALIFORNIA's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which AT&T CALIFORNIA is the Incumbent LEC and within AT&T CALIFORNIA's network. The interconnection must be at least equal in quality to that provided by AT&T CALIFORNIA to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T CALIFORNIA provides Interconnection. AT&T CALIFORNIA shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.

2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which AT&T CALIFORNIA is the Incumbent LEC and within AT&T CALIFORNIA's network by any Technically Feasible means established herein or mutually agreed to by the Parties, including, but not limited to, a Fiber Meet.

2.3 If MCIm determines to establish new or change existing Interconnection arrangements with AT&T CALIFORNIA, it will provide written notice of the need to establish or change such Interconnection to AT&T CALIFORNIA. Upon receipt of MCIm's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.

2.4 If either Party deploys additional Tandems and/or End Office switches the Parties will work cooperatively to determine whether new interconnections are required pursuant to the terms and conditions of this Appendix.

2.5 MCIm is solely responsible for the facilities that carry OS/DA, E911, mass calling and Meet-Point Trunk Groups.

2.6 The physical architecture plan will, at a minimum, include the location of MCIm's switch(es) and AT&T CALIFORNIA's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.

2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. AT&T CALIFORNIA will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

3.1 A "Tandem Serving Area" or "TSA" is comprised of an AT&T CALIFORNIA tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined by the LERG, and all of the AT&T CALIFORNIA End Offices which subtend that tandem.

3.2 Intentionally Omitted.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Intentionally Omitted.

3.7 Intentionally Omitted.

3.8 Intentionally Omitted.

3.9 The Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POI will be documented and distributed to both Parties.

3.10 Each Party is financially responsible for providing all of the facilities and engineering on its respective side of the POI and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI. At least one POI must be established in the operating territory within the LATA where AT&T CALIFORNIA operates as an incumbent LEC and MCIm has a local switch and end user customers in that AT&T CALIFORNIA operating territory.

3.11 Intentionally Omitted.

3. METHODS OF INTERCONNECTION

4.1 Physical Collocation

4.1.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an AT&T CALIFORNIA Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

4.2 Virtual Collocation

4.2.1 When MCIm provides its own facilities or uses the facilities of a 3rd Party to an AT&T CALIFORNIA Tandem or End Office and wishes for AT&T CALIFORNIA to place transport

terminating equipment at that location on MCIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

4.3 Methods of Interconnection Without Collocation

4.3.1 When MCIm does not wish to collocate transport terminating equipment at an AT&T CALIFORNIA Tandem or End Office, MCIm may:

(i) self provision, or

(ii) deploy third party interconnection facilities

4.4 Fiber Meet Interconnection

4.4.1 Fiber Meet Point between AT&T CALIFORNIA and MCIm can occur at any mutually agreeable and technically feasible point at an AT&T CALIFORNIA Tandem or End Office building within each LATA.

4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.

4.4.4.1 AT&T CALIFORNIA shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each AT&T CALIFORNIA Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.2 MCIm shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCIm Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.3 Intentionally Omitted.

4.4.4.3.1 Intentionally Omitted.

4.4.4.3.2 MCIm will provide fiber cable to the last entrance (or AT&T CALIFORNIA designated) manhole at the AT&T CALIFORNIA Tandem or End Office building. AT&T CALIFORNIA shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole. MCIm will provide a sufficient length of Fiber cable for AT&T CALIFORNIA to pull through the AT&T CALIFORNIA cable vault. MCIm shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T CALIFORNIA shall take the fiber from the manhole and terminate it inside AT&T CALIFORNIA's office at the cable vault at AT&T CALIFORNIA's

expense. In this case the POI shall be at the AT&T CALIFORNIA designated manhole location.

4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

4.5.1 AT&T CALIFORNIA shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.

5. INTENTIONALLY OMITTED.

6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.

6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7. INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

7.1.1 The Parties will establish Local Interconnection Trunk Groups.

7.1.2 The Parties will establish other trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point trunk group, Mass Calling, E911, and Operator Services and Directory Assistance.

7.1.3 MCIm shall have administrative control over the ASR in the establishment of Local Interconnection Trunk Groups in addition to the initial combinations described above.

7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

7.2 Technical Interfaces

7.2.1 When interconnecting at AT&T CALIFORNIA's switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, AT&T CALIFORNIA will provide any multiplexing required for DS1

facilities or trunking at their end and MCIm will provide any DS1 multiplexing required for facilities or trunking at their end.

8. TRUNKING

8.1 AT&T CALIFORNIA deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound Traffic only, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Toll Traffic only (AT&T CALIFORNIA), and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (Local/Access Tandem), and Access Tandem. In addition AT&T CALIFORNIA deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.

8.2 Two-way trunking shall be established for all Local Interconnection Trunk Groups established after the Effective Date of this Agreement. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

8.3 End Office Trunk Groups

8.3.1 Direct End Office Trunk Groups (DEOTs) carry traffic between a MCIm switch and an AT&T CALIFORNIA End Office and are not switched at a Tandem location. MCIm shall establish a two-way Direct End Office Trunk Group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any AT&T CALIFORNIA Local Tandem. All traffic received by AT&T CALIFORNIA on the Direct End Office trunk group from MCIm must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.

8.5 The Parties may agree to negotiate a transition plan to migrate any embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.

8.6 Traffic Direction

8.6.1 The financial responsibility described in this Appendix applies to the transport facility underlying the trunks to a MCIm designated POI, without regard to the direction of the traffic on the trunks.

8.6.2 Intentionally Omitted.

8.7 Local Interconnection Trunk Groups

8.7.1 In AT&T CALIFORNIA, MCIm shall establish Local Interconnection Trunk Groups to all AT&T CALIFORNIA Access Tandems in the LATA where MCIm Offers Service. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

9. MEET POINT TRUNKING ARRANGEMENTS

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCIm's Central Office and AT&T CALIFORNIA's Access Tandem over a "Meet Point" Trunk Group separate from Section 251

(b)(5)/IntraLATA Toll Traffic. InterLATA trunk groups will be provisioned as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol. The Parties will establish separate trunk groups to each AT&T CALIFORNIA Access Tandem under which MCIm's NXXs home.

9.2 Intentionally Omitted.

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

9.7 AT&T CALIFORNIA will not block switched access customer traffic delivered to the AT&T CALIFORNIA Tandem for completion on MCIm's network. In no event will AT&T CALIFORNIA be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T CALIFORNIA shall have no responsibility to ensure that any switched access customer will accept traffic that MCIm directs to the switched access customer.

9.8 Toll Free Trunking Arrangements

9.8.1 If MCIm chooses AT&T CALIFORNIA to handle 800/(8YY) database queries from its switches, all MCIm originating 800/(8YY) traffic will be routed over the Meet Point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCIm 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T CALIFORNIA's Tandem switch.

9.8.2 MCIm may handle its own 800/8YY database queries from its switch. If so, MCIm will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIm will route the post-query local or IntraLATA converted ten-digit local number to AT&T CALIFORNIA over the Local Interconnection Trunk Groups. In such case, MCIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIm will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the Meet Point trunk group to carriers not directly connected to its network but are connected to AT&T CALIFORNIA's Access Tandem. Calls will be routed to AT&T CALIFORNIA over the Local Interconnection Trunk Groups and Meet Point trunk groups within the LATA in which the calls originate.

9.8.3 Intentionally Omitted

9.8.4 All originating Toll Free Service (800/8YY) calls for which MCIm requests that AT&T CALIFORNIA perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point trunk group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCIm performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point trunk group for calls destined to IXCs, or shall be delivered by MCIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10. E911 TRUNKING ARRANGEMENTS

10.1 Upon request, AT&T CALIFORNIA will provide nondiscriminatory access to its E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to MCIm. The Parties agree to provide access to E911 in a manner that is transparent to the Customer. The Parties

will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to AT&T CALIFORNIA's E911 platforms, with a level of performance that will provide at least the same grade of service as that which AT&T CALIFORNIA provides to itself, its Customers, subsidiaries, Affiliates or any third-party.

10.2 Subject to section 10.2.1 below (Trunking Exception), MCIm, with AT&T CALIFORNIA's cooperation shall establish dedicated trunks from MCIm's Central Office to each AT&T CALIFORNIA E911 Selective Router (i.e., E911 Tandem Office) for the provision of E911 services and for access to all subtending PSAPs ("E911 Interconnection Trunk Groups"). MCIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.

10.2.1 TRUNKING EXCEPTION - The Parties agree that MCIm shall not be required to establish E911 trunking or interconnection to AT&T CALIFORNIA E911 Selective Routers in rate centers where MCIm does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCIm shall identify such Non-Dial Tone Rate Centers when completing the "MCIm to AT&T Network Information Sheet" ("NIS") and AT&T CALIFORNIA specifically agrees that no other notification shall be required of MCIm. AT&T CALIFORNIA shall not be required to provide E911 services for those Non-Dial Tone Rate Centers designated by MCIm on a NIS. MCIm agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until E911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCIm acknowledges that, if MCIm wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of E911 connectivity for these existing rate centers shall be subject to the same intervals for establishing E911 connectivity that are applicable to new rate centers. When MCIm designates a rate center as a Non-Dial Tone Rate Center, MCIm agrees to indemnify AT&T CALIFORNIA, in accordance with the requirements of the General terms, for any E911 claims made by MCIm's customers in that Non-Dial Tone Rate Center arising from MCIm's decision not to interconnect with AT&T CALIFORNIA's E911 Selective Routers in that Non-Dial Tone Rate Center.

10.3 AT&T CALIFORNIA shall assure sufficient capacity at the E911 Selective Router to meet MCIm's requests for Interconnection within twenty (20) business days after receipt of the request. When AT&T CALIFORNIA network force and load conditions require a longer implementation timeframe, AT&T CALIFORNIA will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. AT&T CALIFORNIA is not responsible to provide diversity for MCIm to the E911 Selective Router.

10.4 AT&T CALIFORNIA shall provide the following information to MCIm, and shall promptly notify MCIm of any changes:

10.4.1 AT&T CALIFORNIA processes and requirements for ordering trunks for E911 service and Interconnection to the E911 Selective Router.

10.4.2 Trunk group specifications.

10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

10.4.4 Intentionally Omitted.

10.4.5 Maintenance procedures for E911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

10.4.6 Intentionally Omitted.

10.5 Intentionally Omitted.

10.6 Incoming trunks for E911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

10.7 Interconnection for Primary and Diverse Routes. MCIm's Point of Interconnection (POI) for E911 Service shall be at the AT&T CALIFORNIA E911 Selective Router. These facilities are the financial responsibility of MCIm. MCIm shall pay tariff charges for diverse routes. MCIm will be responsible for determining and ordering the proper quantity of E911 trunks. These trunks shall be delivered by AT&T CALIFORNIA within twenty (20) business days after receipt of the order. If AT&T CALIFORNIA requires additional information, MCIm agrees to cooperate to provide such information in order to complete the order. When AT&T CALIFORNIA network force and load conditions require a longer implementation timeframe, AT&T CALIFORNIA will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCIm and AT&T CALIFORNIA will cooperate to promptly test all E911 trunks and transport facilities between MCIm's network and the AT&T CALIFORNIA Selective Router to assure proper functioning of the E911 service. MCIm will not turn-up live E911 traffic until successful call through testing is completed by both Parties.

10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIm will be responsible for providing a separate E911 trunk group for each rate center, county or geographic area that MCIm serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single E911 trunk group. When a unique default routing condition is present, MCIm shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCIm is responsible for requesting and payment of facilities routed diversely for 911 interconnection.

10.9 MCIm will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T CALIFORNIA E911 selective router Office(s).

10.10 MCIm shall provide sufficient facilities/trunks to route MCIm originating 911 calls to the 911 Selective Router. MCIm is responsible to request and pay for facilities routed diversely for E911 interconnection.

10.11 Intentionally Omitted.

10.12 MCIm shall monitor the E911 trunks for the purpose of determining originating network traffic volumes. MCIm will notify AT&T CALIFORNIA if the traffic study information indicates that additional circuits are required to meet the current level of E911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of E911 call volumes, MCIm shall request and pay for facilities carrying additional trunks from AT&T CALIFORNIA.

10.13 Where E911 interconnection is established, MCIm acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCIm shall be responsible for providing facilities to route calls from its End Users to the proper E911 Selective Router.

11. HIGH VOLUME CALLING TRUNK GROUPS

11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. MCIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5

Number of Access Lines Served	Number of Mass Calling Trunks
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

11.4 If MCIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIm shall notify AT&T CALIFORNIA of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T CALIFORNIA HVCI/Mass Calling Serving Office to the MCIm customer's serving office and AT&T CALIFORNIA shall establish this trunk group.

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

12. OPERATOR SERVICES TRUNKING ARRANGEMENTS

12.1 If AT&T CALIFORNIA agrees through a separate appendix or contract to provide Operator Services for MCIm the following trunk groups are required:

12.1.1 Where MCIm purchases Operator Services from AT&T CALIFORNIA, the Parties will establish separate trunk groups from MCIm's Switch to AT&T CALIFORNIA operator switch ("Operator Services Trunk Groups").

12.1.2 When AT&T CALIFORNIA operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIm's end user customer, AT&T CALIFORNIA will utilize a separate one-way trunk group using MF signaling, from AT&T CALIFORNIA's Operator Services Tandem to MCIm's Switch.

12.2 If MCIm does not purchase unbundled Operator Services from AT&T CALIFORNIA, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:

12.2.1 MCIm may route calls requiring inward operator assistance through its designated IXC Point of Presence "POP" to AT&T CALIFORNIA's operator switch. AT&T CALIFORNIA shall route its calls requiring inward operator assistance to MCIm's designated operator switch through its designated IXC POP.

12.2.2 The Parties may establish a separate two-way trunk or two one-way trunk group per LATA from MCIm's Switch to AT&T CALIFORNIA's operator switch utilizing MF signaling.

13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

13.1 MCIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T CALIFORNIA Operator Services Tandem in the LATA for the NPA MCIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCIm will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

14. SIGNALING

14.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for SS7 based features.. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP

messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

15. INTENTIONALLY OMITTED.

16. TRUNK FORECASTING

16.1 MCIm agrees to provide an initial non-binding trunk forecast for establishing the initial Local Interconnection Trunk Groups . AT&T CALIFORNIA shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T CALIFORNIA General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.

16.2 AT&T CALIFORNIA shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.

16.4 The semi-annual forecasts shall include:

16.4.1 Yearly forecasted trunk quantities for all trunking required in this Appendix for a minimum of three (current and plus 1 and plus 2) years; and

16.4.2 network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

16.6 MCIm and AT&T CALIFORNIA will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17. TRUNK DESIGN BLOCKING CRITERIA

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

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS[2]
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

18. TRUNK SERVICING

18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCIm.

18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.

18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.

18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.

18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T CALIFORNIA Switched Access service.

18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by AT&T CALIFORNIA when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to AT&T CALIFORNIA within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIm will note "Service Affecting" on the ASR.

18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. AT&T CALIFORNIA may send a TGSR to MCIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to AT&T CALIFORNIA or (ii) request that the Parties schedule a joint planning discussion for the TGSR.

[2] During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

18.8 If MCIm does not respond to the TGSR within the ten (10) business day period described above, AT&T CALIFORNIA will contact MCIm to schedule a joint planning discussion. If MCIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T CALIFORNIA reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19. PROVISIONING

19.1 AT&T CALIFORNIA shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.

19.1.1 In cases where AT&T CALIFORNIA has issued a FOC and, facilities are found not to be available, MCIm shall utilize AT&T CALIFORNIA's escalation process. For facility/switching equipment shortages, AT&T CALIFORNIA shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, AT&T CALIFORNIA shall re-FOC with updated status by close of business.

19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among AT&T CALIFORNIA and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.

19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.

19.6 Intentionally Omitted

19.7 MCIm and AT&T CALIFORNIA shall:

19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20. TRUNK DATA EXCHANGE

20.1 MCIm has requested and AT&T CALIFORNIA shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.

20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or

another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).

20.3 DIXC traffic data will include, but not be limited to, the following:

20.3.1 Usage (total usage measured in centum call seconds)

20.3.2 Peg Count (Peg count of originating call attempts including overflow)

20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)

20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)

20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)

20.4 DIXC traffic data shall be collected as follows:

20.4.1 Hourly on the clock hour

20.4.2 Twenty-four (24) hours per day (0000-2400)

20.4.3 Seven (7) days per week (including holidays)

20.4.4 Fifty-two (52) weeks per year

21. MAINTENANCE TESTING AND REPAIR

21.1 MCIm and AT&T CALIFORNIA shall work cooperatively to install and maintain a reliable network. MCIm and AT&T CALIFORNIA shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:

21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.

21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.

21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.

21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.

21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22. THIRD PARTY TRANSIT TRAFFIC

22.1 Transit Service is defined as service which allows MCIm to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party's network through AT&T CALIFORNIA's tandem.

22.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between MCIm's end user customer that is routed utilizing AT&T CALIFORNIA's tandem switch where AT&T CALIFORNIA's end user customer is neither the originating nor the terminating party.

22.3 At no time shall either Party provide Transit Service to an Inter-exchange Carrier (IXC) or any other third party carrier for the purposes of avoiding paying appropriate access charges.

22.4 With exception of UNE-P Transit Traffic, neither local Transit Traffic nor IntraLATA Toll Transit Traffic originated by MCIm shall be routed at or through any AT&T CALIFORNIA end office switch. For calls originated by MCIm that are routed over a direct end office connection between MCIm's switch and the AT&T CALIFORNIA's end office switch and have not received an LNP query when delivered to AT&T CALIFORNIA's end office, AT&T CALIFORNIA will query such calls. If based upon the query, the call must be transported to another carrier's switch for termination, transit rates as set forth in Appendix Pricing shall apply. Additionally, queries for such calls will be billed at rates in accordance with Appendix Pricing.

22.5 Where AT&T CALIFORNIA has a local tandem switch separate from an access tandem switch in the local exchange area, MCIm-originated local Transit Traffic will be routed via AT&T CALIFORNIA's local tandem switches, but not at or through any AT&T CALIFORNIA access tandem switches. Where AT&T CALIFORNIA has a local/IntraLATA tandem switch or local/access tandem switch in the local exchange area, MCIm originated local transit Traffic will be routed via the appropriate AT&T CALIFORNIA local/IntraLATA tandem switch or local/access tandem switch.

22.6 When transiting traffic, the Parties agree to pass the originating CPN information when the third party carrier provides such information.

22.7 Transit Signaling. Any signaling information which is received by AT&T CALIFORNIA from transiting traffic shall be forwarded to MCIm.

22.8 The Transit Service rates are as set forth in Appendix Pricing.

23. NETWORK MANAGEMENT

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

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

23.3 Mass Calling. MCIm and AT&T CALIFORNIA shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

24. OUT OF EXCHANGE TRAFFIC

24.1 Out of Exchange Traffic is available in accordance with the Attachment Out of Exchange Traffic attached to this Appendix.

25. SWITCHED ACCESS TRAFFIC

25.1 See Appendix Reciprocal Compensation Section 16.1.

25.2 See Appendix Reciprocal Compensation Section 16.2.

APPENDIX NUMBER PORTABILITY

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1. GENERAL

1.1 Permanent Number Portability (PNP) is an arrangement whereby an End User that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the End User's location must remain within the rate center associated with the NPA-NXX of the End User's telephone number.

1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) NANC (North American Numbering Council), and NENA (National Emergency Number Association).

2. LOCAL NUMBER PORTABILITY DESCRIPTION

2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) should be populated with an NPA-NXX that is assigned in the LERG to the originating switching.

2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3. REGULATIONS

3.1 Each Party shall become responsible for End User's telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the End User's telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency Numbering Association (NENA) and industry agreements for migration of E911 record data.

3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.

3.1.2 The porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.

3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.

3.1.5 The Parties agree to port reserved numbers if the reserved numbers are associated with working numbers for the end-user customer, and the reservation period for the reserved numbers has not expired. The applicable 'reservation period' established by the losing Party may not be extended to support porting.

3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original End User) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.

3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.1.8 Each Party shall abide by NANC provisioning and implementation process.

3.1.9 AT&T CALIFORNIA will test internally prior to the scheduling of testing with MCIm.

3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP National Operations Team for porting.

3.1.11 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.1.12 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).

3.2 SPNP Query Service

3.2.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, AT&T CALIFORNIA will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T CALIFORNIA will charge and MCIm agrees to pay the default queries charges set forth in Section 13 of the FCC No. 1 Access Services Tariff. AT&T CALIFORNIA provides MCIm the optional use of the AT&T CALIFORNIA' LNP database via the SPNP Query Service.

3.2.3 AT&T CALIFORNIA provides MCIm the optional use of the AT&T CALIFORNIA LNP Database. When MCIm orders SPNP Query Service-Database, AT&T CALIFORNIA shall charge and MCIm agrees to pay the SPNP Query Service-Database service charges set forth in Appendix Pricing. The MCIm's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T CALIFORNIA's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.4 When purchasing the SPNP Query Service - Database, MCIm will access AT&T CALIFORNIA's facilities via an SS7 link to the AT&T CALIFORNIA STP.

3.2.5 When purchasing the SLNP Query Service - Database, MCIm will advise AT&T CALIFORNIA of the entry point(s) of queries to the AT&T CALIFORNIA network and provide a query forecast for each entry point.

4. LIMITATIONS

4.1 For PNP, MCIm shall submit a separate DSR for the listing of MCIm's End User in White Pages and Directory Assistance.

5. COORDINATED HOT CUTS (CHC)

5.1 The Parties agree to accept the outcome from the BHC phase of the TRO/TRRO proceeding regarding the following issues which were deferred from A.05-05-027: (CHC 1) "What terms and conditions for coordinated cutovers should be included in the Agreement?" and (Price Schedule 43) "Should the elements and rates for Enhanced Daily Process, Defined Batch Process and Bulk Project Process be included in the agreement?"

6. MASS CALLING

6.1 General Terms and Conditions

6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T CALIFORNIA in special circumstances where large numbers of incoming calls are solicited by an end user and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T CALIFORNIA will provide mass calling code portability using a non-LRN solution.

6.2 Service Provided

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

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

APPENDIX NUMBERING

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2. GENERAL TERMS AND CONDITIONS 3

1. INTRODUCTION

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

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where MCIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIm shall obtain a separate NXX code for each AT&T CALIFORNIA Rate Center or Rate District (which ever is smaller) which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Where pooling is done, MCIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIm.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Business Integrated Rating and Routing Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges per Appendix Pricing. The Parties agree to follow established industry practice for code transfer and LERG reassignment.

APPENDIX
OPERATIONS SUPPORT SYSTEM

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T CALIFORNIA provides access to AT&T's Operations Support System (OSS) "functions" to MCIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by AT&T.

1.2 With respect to all matters covered by this Appendix, the Parties will comply with the AT&T-13STATE Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process "CMP" Document, subject to applicable state law or Commission orders. If specific performance under this Appendix is not detailed in the CMP, it will then be governed by the terms and conditions of this Appendix.

1.3 Definitions

1.3.1 **"LSC"** means the Local Service Center for AT&T.

1.3.2 **"LOC"** means the Local Operations Center for AT&T.

2. GENERAL CONDITIONS

2.1 Performance Standards. AT&T CALIFORNIA shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements. Further, AT&T CALIFORNIA will compensate MCIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards AT&T CALIFORNIA fails to meet.

2.2 MCIm agrees to utilize AT&T CALIFORNIA electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, UNEs, local number portability, or local Interconnection trunking through AT&T CALIFORNIA. In addition, MCIm agrees that for AT&T CALIFORNIA such use will comply with AT&T's Security Policies and Guidelines incorporated in Section 8. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIm shall be responsible for and indemnifies AT&T CALIFORNIA against any cost, expense or liability relating to any demonstrated incident of unauthorized entry or access into, or use or manipulation of AT&T's OSS from MCIm systems, workstations or terminals or by MCIm employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by MCIm and shall pay AT&T CALIFORNIA for any and all damages that AT&T CALIFORNIA can demonstrate are caused by such unauthorized entry or use. AT&T CALIFORNIA shall be permitted to audit all activities by MCIm using any AT&T CALIFORNIA OSS not more than once annually, upon written notice to MCIm. Such written notice shall specify the type of information AT&T CALIFORNIA is seeking and shall also specify the reason AT&T CALIFORNIA is seeking the audit, including any alleged "misuse" of the OSS by MCIm. MCIm shall provide the requested information within fourteen (14) days of receiving notice from AT&T CALIFORNIA. All such information obtained through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.

2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.

2.4 To the extent Resale, Unbundled Network Elements (UNE), local number portability and interconnection trunking, pre-ordering, ordering, provisioning and maintenance/repair, and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should AT&T CALIFORNIA develop electronic interfaces for these functions for itself, its affiliates and/or other CLECs, AT&T CALIFORNIA will offer electronic access to these functions to MCIm at parity. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation or upon AT&T CALIFORNIA' request,

the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCIm is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCIm will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, AT&T CALIFORNIA shall accept manual orders.

2.5 Within AT&T CALIFORNIA, and other AT&T CALIFORNIA regions, MCIm's access to pre-order functions described in Section 3.2.2.1 will only be utilized to view Customer Proprietary Network Information (CPNI) of MCIm's end user customer accounts and any other end user customer accounts where MCIm has obtained an authorization for release of CPNI from the end user. The authorization for release of CPNI shall comply with state and federal rules or guidelines concerning access to such information. MCIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.

2.6 MCIm will obtain prior to viewing information in AT&T's OSS authorization for release of CPNI that adheres to all requirements of state and federal law, as applicable CPNI, includes customer name, billing and service address, billing telephone number(s), any and all exemption status or current status of eligibility for reduced charges, and identification of features and services subscribed to by customer.

2.7 Intentionally Omitted.

2.8 Throughout the AT&T CALIFORNIA region, MCIm is solely responsible for determining whether proper authorization has been obtained and holds AT&T CALIFORNIA harmless from any loss on account of MCIm's failure to obtain proper CPNI consent from an end user customer.

2.9 Intentionally Omitted

2.10 MCIm agrees to use reasonable business efforts to submit orders that are correct and complete. AT&T CALIFORNIA will use reasonable business efforts to process MCIm's orders before rejecting MCIm orders for accuracy and completeness. The Parties agree to conduct internal and independent reviews for accuracy. MCIm is also responsible for all actions of its employees using any of AT&T' OSS systems.

2.11 Work Center for OSS Single Point of Contact. AT&T CALIFORNIA has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as MCIm's single point of contact (SPOC) for all of AT&T CALIFORNIA electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and maintenance/repair and billing of Network Elements and Local Resale services. MCIm will also provide a single point of contact for technical support issues related to the electronic interfaces.

2.12 Within a commercially reasonable time, if such does not already exist between the Parties, AT&T CALIFORNIA and MCIm will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning and maintenance/repair, and billing for Resale services, UNEs, local number portability, or interconnection trunking.

2.13 The Parties will follow the final adopted guidelines of AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T CALIFORNIA shall provide proper notice of interface phase out as required by the Change Management process.

2.14 AT&T CALIFORNIA and MCIm agree to participate in and abide by resolutions of the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve

system functionality as quickly as possible, the Parties acknowledge that AT&T CALIFORNIA may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.

2.15 MCIm and AT&T CALIFORNIA are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T CALIFORNIA has the right to define Local Service Request (LSR) Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG) and to make those changes following Change Management Guidelines.

2.16 MCIm is responsible for obtaining operating system software and hardware to access AT&T CALIFORNIA OSS functions as specified in the document "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T CALIFORNIA for any of its regions.

3. PRE-ORDER

3.1 AT&T CALIFORNIA will provide access to pre-order functions at parity with what it provides to itself, its affiliate(s) and/or any other CLEC, to support MCIm pre-ordering and ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCIm to the extent and on the same basis as AT&T CALIFORNIA provides to itself or its affiliates and/or any other CLEC. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders, to permit MCIm to serve its End Users. The following lists represent pre-order functions that are available to MCIm so that MCIm order requests may be created to comply with AT&T CALIFORNIA's region-specific ordering requirements.

3.2 Pre-ordering information either manually or electronically for Resale and UNEs includes but is not limited to:

3.2.1 Feature/Service Availability

3.2.1.1 Feature Inquiry provides AT&T CALIFORNIA with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

3.2.1.2 PIC/LPIC Inquiry provides AT&T CALIFORNIA Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

3.2.2 Customer Service Information - CSI Inquiry

3.2.2.1 Access to AT&T CALIFORNIA retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User authorizes the release of CPNI in compliance with the conditions as described in sections 2.5 and 2.6 of this Appendix.

3.2.2.2 For consumer End Users, prior to accessing such information, MCIm shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, MCIm shall have obtained an authorization from the End User. Accessing such information by MCIm shall constitute certification that MCIm is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. MCIm shall receive and

retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). MCIm agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by MCIm of this section.

3.2.3 Telephone Number Inquiry

3.2.3.1 AT&T CALIFORNIA provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

3.2.4 Scheduling Inquiry/Availability

3.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

3.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

3.2.5 Address Validation Inquiry

3.2.5.1 AT&T CALIFORNIA provides address validation function.

3.3 The following are Pre-Order functions specific to UNEs

3.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

3.3.1.1 AT&T CALIFORNIA provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

3.3.2 Common Language Location Indicator (CLLI) Inquiry

3.3.2.1 AT&T CALIFORNIA provides CLLI code inquiry function.

3.3.3 Connecting Facility Assignment (CFA) Inquiry

3.3.3.1 AT&T CALIFORNIA provides a CFA inquiry function.

3.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

3.3.4.1 AT&T CALIFORNIA provides a NC/NCI inquiry function.

3.4 Electronic Access to Pre-Order Functions

3.4.1 Resale and UNE Pre-order Interface Availability

3.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T CALIFORNIA to provide the pre-ordering functions listed in sections 3.2 and 3.3. Enhanced Verigate is accessible via a web-based Toolbar.

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

3.5 Other Pre-order Function Availability

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

3.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon

request, AT&T CALIFORNIA will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

3.5.2.1 Data Validation Files:

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

4. ORDERING/PROVISIONING

4.1 AT&T CALIFORNIA shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch.

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

4.3 Resale and UNE Service Order Request Ordering System:

4.3.1 AT&T CALIFORNIA makes available to MCIm an Electronic Data Interchange (EDI) application-to-application interface for transmission of MCIm Local Service Requests (LSR) formats as defined in the AT&T 13-STATE Local Service Order Requirements (LSOR). In ordering and provisioning of Resale Services or UNEs, MCIm and AT&T CALIFORNIA will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T CALIFORNIA Resale and unbundled Network Elements ordering requirements in accordance with Uniform POR. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

4.3.2 For AT&T CALIFORNIA, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

4.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, MCIm and AT&T CALIFORNIA will utilize industry ASR guidelines developed by OBF based upon AT&T CALIFORNIA ordering requirements.

4.4 Provisioning for Resale Services and UNEs in AT&T CALIFORNIA: AT&TCALIFORNIA will provision Resale services and l UNEs as detailed in MCIm order requests. Electronic access to status on such orders will be provided via the following electronic interfaces:

4.4.1 For EDI ordering, AT&T CALIFORNIA provides MCIm, and MCIm uses, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects).

4.4.2 For AT&T CALIFORNIA, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

4.5 "As is migrations" (meaning, a Local Service Request that seeks to convert the End User Customer with whatever array of services he or she currently has) shall only be permitted for Resale.

5. MAINTENANCE/REPAIR

5.1 Real time electronic interfaces are accessible in AT&T CALIFORNIA to place and check the status of trouble reports for both Resale and UNE. Upon request, MCIm may access these functions via the following methods:

5.1.1 In AT&T CALIFORNIA, Electronic Bonding Trouble Administration-GUI (EBTA-GUI) allows MCIm to issue trouble tickets, view status, and view trouble history on-line. AT&T CALIFORNIA shall provide an Estimated Time To Repair (ETTR) on all trouble reports at parity with what it provides its affiliates, its retail customers and other CLECs.

5.1.2 In AT&T CALIFORNIA, Electronic Bonding Trouble Administration (EBTA) is an application-to-application interface that is available for trouble report submission and status updates. This EBTA conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCIm and in AT&T CALIFORNIA. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. MCIm and AT&T CALIFORNIA will exchange requests over a mutually agreeable X.25-based network.

6. BILLING

6.1 For Resale Services in AT&T CALIFORNIA, MCIm may elect to receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with AT&T CALIFORNIA's Local Exchange Tariff. For Resale Services in AT&T CALIFORNIA, MCIm may elect to receive Custom Billing Disk/CD Bill. Custom Billing Disk/CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options. Electronic access to billing information for Resale Services will also be available via the following interfaces:

6.1.1 MCIm may receive a Usage Extract Feed electronically in AT&T CALIFORNIA. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.

6.1.2 AT&T CALIFORNIA shall provide local disconnect report records via the EDI 836 transaction set.

6.2 Electronic access to billing information for UNEs will also be available via the following interfaces:

6.2.1 AT&T CALIFORNIA makes available to MCIm a local bill data tape to receive data in an electronic format from its CABS database. The local bill data tape contains the same information that would appear on MCIm's paper bill.

6.2.2 MCIm may receive a Usage Extract Feed electronically in AT&T CALIFORNIA. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.

6.2.3 Intentionally Omitted.

6.2.4 MCIm may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when MCIm's End Users, utilizing AT&T CALIFORNIA ports, change their Competitive Local Exchange Carrier.

6.3 AT&T CALIFORNIA shall provide timely notice of customer migrations of MCIm to AT&T CALIFORNIA or from MCIm to another carrier via an electronic line loss report where available, or a manual report when an electronic report is not available.

7. REMOTE ACCESS FACILITY

7.1 MCIm must access OSS interfaces via a MCIm Remote Access Facility. For AT&T CALIFORNIA, MCIm may use the applicable RAF to access AT&T OSS interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. MCIm may utilize a port to access AT&T CALIFORNIA's OSS interfaces to perform the supported functions in any AT&T states where MCIm has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

7.2 For AT&T CALIFORNIA, MCIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, SRAF, ARAF, and/or PRAF. Switched Access "Dial-up Connections" require MCIm to provide its own modems and connection to the LRAF, PRAF, SRAF and ARAF. MCIm shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T CALIFORNIA OSS via the public internet.

7.3 For AT&T CALIFORNIA, MCIm shall use TCP/IP to access AT&T CALIFORNIA OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCIm shall have at a minimum of one valid Internet Protocol (IP) network address per region. MCIm shall maintain user-ids/passwords for accessing an AT&T CALIFORNIA OSS on MCIm's behalf under the AT&T block ID program.

7.4 For AT&T CALIFORNIA, MCIm shall attend and participate in implementation meetings to discuss MCIm LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8. DATA CONNECTION SECURITY REQUIREMENTS

8.1 MCIm agrees that interconnection of MCIm data facilities with AT&T CALIFORNIA data facilities for access to OSS will be in compliance with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCIm and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

8.2 Joint Security Requirements

8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.

8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the MCIm or AT&T CALIFORNIA network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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

8.3 Additional Responsibilities of Both Parties

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

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

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

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

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

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

8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, networks and information resources. This Section summarizes the

general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCIm or AT&T CALIFORNIA, respectively, as the providers of the computer, network or information in question.

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

8.5 General Policies

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

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

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

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

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

8.6 User Identification

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

8.6.2 Intentionally Omitted.

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

8.7 User Authentication

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

8.7.2 Passwords must not be stored in script files.

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

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

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

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

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

8.8 Access and Session Control

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

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

8.9 User Authorization

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

8.10 Software And Data Integrity

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

8.10.2 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

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

8.11 Monitoring And Audit

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

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

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

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

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

10. TRAINING

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

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

10.2 A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by AT&T CALIFORNIA and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any AT&T CALIFORNIA offered-class, to fill any additional seats for which any CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.3 Class dates will be based upon MCIm requests and AT&T CALIFORNIA availability.

10.4 If MCIm cancels a scheduled class less than two weeks' prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should AT&T CALIFORNIA cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, AT&T CALIFORNIA will waive the charges for the rescheduled class for the registered students. MCIm agrees to provide to AT&T CALIFORNIA completed registration forms for each student no later than one week prior to the scheduled training class.

10.5 MCIm agrees that MCIm personnel attending classes are only to utilize training databases presented to them in class. Attempts to access any other AT&T CALIFORNIA or AT&T system are strictly prohibited.

10.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T CALIFORNIA' OSS in accordance with this Appendix and are "Confidential Information" subject to the terms, conditions and limitations of General Terms and Conditions.

11. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

11.1 The Parties agree that MCIm's use of a Service Bureau Provider to access AT&T CALIFORNIA' OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by MCIm to act on MCIm's behalf for purposes of providing a means of access to AT&T CALIFORNIA' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

11.2 AT&T CALIFORNIA shall allow MCIm to access its OSS via a Service Bureau Provider under the following terms and conditions.

11.3 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, MCIm shall be permitted to access AT&T CALIFORNIA OSS via a Service Bureau Provider as follows:

11.3.1 MCIm shall be permitted to access AT&T CALIFORNIA application-to-application OSS interfaces, via a Service Bureau Provider where MCIm has entered into a relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement acceptable to AT&T CALIFORNIA to allow Service Bureau Provider to establish access to and use of AT&T CALIFORNIA' OSS.

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

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

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

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent AT&T CALIFORNIA seeks to recover applicable costs, if any, associated with OSS System Access and Connectivity, AT&T CALIFORNIA shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement. Any Commission approved rates to recover costs associated with OSS system access and connectivity shall be incorporated in this Agreement in accordance with the process established in Section 1.5 of Appendix Pricing.

APPENDIX OPERATOR SERVICES

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1. INTRODUCTION

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

2. SERVICES

2.1 General

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

2.1.2 AT&T CALIFORNIA shall provide Operator Services in accordance with the terms and conditions herein, unless AT&T CALIFORNIA provides MCIm with customized routing as defined in Appendix UNE.

2.2 Operator Services

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

2.2.1.1 AT&T CALIFORNIA shall complete 0+ and 0- dialed local calls.

2.2.1.2 AT&T CALIFORNIA shall complete 0+ intraLATA toll calls.

2.2.1.3 AT&T CALIFORNIA shall complete calls that are billed to a calling card and MCIm shall designate the acceptable types of special billing.

2.2.1.4 AT&T CALIFORNIA shall complete person-to-person calls.

2.2.1.5 AT&T CALIFORNIA shall complete collect calls.

2.2.1.6 AT&T CALIFORNIA shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 AT&T CALIFORNIA shall complete station-to-station calls.

2.2.1.8 AT&T CALIFORNIA shall process BLV/BLVI requests.

2.2.1.9 AT&T CALIFORNIA shall refer emergency call trace requests to the appropriate call center or agency.

2.2.1.10 AT&T CALIFORNIA shall process 0-dialed operator-assisted Directory Assistance calls.

2.2.1.11 AT&T CALIFORNIA shall route 0-local traffic directly to a "live" operator team.

2.2.1.12 AT&T CALIFORNIA shall provide caller assistance services to MCIm's disabled end user customers in the same manner that AT&T CALIFORNIA provides caller assistance services to its disabled end user customer.

2.2.1.13 AT&T CALIFORNIA shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to AT&T CALIFORNIA end user customers.

2.2.1.14 When requested by MCIm's end user customer, AT&T CALIFORNIA shall provide corrected billing information to MCIm on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to AT&T CALIFORNIA customers.

2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.

2.2.2 AT&T CALIFORNIA shall direct customer inquiries to the customer service center designated by MCIm.

2.3 Where technically feasible, AT&T CALIFORNIA will provide the following OS:

2.3.1 Fully Automated Call Processing

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

2.3.1.1 AT&T CALIFORNIA - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.3.1.2 Intentionally Omitted.

2.3.2 Operator-Assisted Call Processing

2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

2.4 Operator Assisted Calls to Directory Assistance ("OADA")

2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. AT&T CALIFORNIA will offer OADA to calling parties on a nondiscriminatory basis.

3. SERVICES

3.1 Fully Automated Call Processing - Where technically feasible, AT&T CALIFORNIA can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, AT&T CALIFORNIA will support the following Operator-assisted call types for MCIm:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which AT&T CALIFORNIA can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person,

or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4. CALL BRANDING

4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each OS call. In all cases, AT&T CALIFORNIA will brand the OS call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by AT&T CALIFORNIA to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.

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

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

4.2.2 Branding Load Charges

4.2.2.1 Non-recurring load charges apply per brand, per Operator Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding.

4.2.3 Branding charges are included in Appendix Pricing.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

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

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

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

Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

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

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

6. INTENTIONALLY OMITTED

6.1 Intentionally Omitted.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

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

8. RESPONSIBILITIES OF THE PARTIES

8.1 MCIm will provide AT&T CALIFORNIA at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.

8.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T CALIFORNIA Operator assistance switch. Should MCIm seek to obtain Interexchange OS from AT&T CALIFORNIA, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

8.3 MCIm understands and acknowledges that before live traffic can be passed, MCIm is responsible for obtaining and providing to AT&T CALIFORNIA, default emergency agency numbers.

8.4 AT&T CALIFORNIA shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to AT&T CALIFORNIA, its affiliate and all other CLECs. AT&T CALIFORNIA shall communicate official information to MCIm via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.

8.5 AT&T CALIFORNIA shall provide MCIm with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

8.6 MCIm will furnish to AT&T CALIFORNIA a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCIm will provide AT&T CALIFORNIA updates to the OSQ

fourteen (14) calendar days in advance of the date when changes are to become effective. AT&T CALIFORNIA shall adequately staff its operator work force.

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. INDEMNIFICATION

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

13. TERM OF APPENDIX

13.1 MCIm may terminate use of AT&T CALIFORNIA's Operator Services any time after MCIm has used such Operator Services for the twelve (12) month minimum period upon ninety (90) days advance written notice to AT&T CALIFORNIA, inclusive of the notice period.

APPENDIX
PERFORMANCE MEASURES

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APPENDIX PERFORMANCE MEASUREMENTS

1. PERFORMANCE MEASUREMENTS

The terms and conditions of the performance measurements plan as documented in the Joint Partial Settlement Agreement ("JPSA") adopted by the Commission in Decision 01-05-087 in R.97-10-016/I.97-10-017, including any subsequent Commission ordered additions, changes or deletions, are incorporated by reference into this Appendix. Any Commission ordered additions, changes or deletions to the JPSA issued after the effective date of this interconnection agreement shall be deemed incorporated into this appendix as of the effective date of said decision.

2. PERFORMANCE INCENTIVES

The Commission issued Decisions 01-01-037 and 02-03-023 in R.97-10-016/I.97-10-017 adopting a performance incentives plan. The parties hereby stipulate that the terms and conditions of that performance incentives plan and modifications thereto, including but not limited to liquidated damages/remedies, adopted by Commission in any subsequent decision are incorporated by reference into this document. Any Commission ordered additions, changes or deletions to the performance incentives program issued after the effective date of this interconnection agreement shall be deemed incorporated into this appendix as of the effective date of said decision. Said performance incentives plan shall remain in effect unless and until modified pursuant to Section 23 of the General Terms and Conditions of this Agreement in accordance with a final appeal of such decision. Any conflict between any terms contained in this document and the Commission's decision adopting performance incentives shall be resolved in favor of the Commission's decision.

3. APPEALS

The Parties acknowledge that any or all of the terms and conditions of the Commission decisions approving the JPSA or performance incentives plan, including any additions, changes or deletions to such documents, may be altered or abrogated by a successful legal challenge or appeal of such decision as permitted by applicable law. By signing this Agreement, the Parties do not waive their rights, remedies or arguments with respect to this Commission decision or future decisions, to pursue such a legal challenge or appeal before any court or regulatory body having proper jurisdiction., or its rights under Section 23 [Intervening Law] of the General Terms and Conditions of this Agreement to modify or delete the affected provisions. Moreover, the inclusion of the JPSA and performance incentives plan in this Agreement shall not be construed as a waiver by AT&T CALIFORNIA of its right to assert in any forum that it is under no legal obligation under Sections 251 or 252 of the Act to offer, negotiate or arbitrate a self-executing performance remedy plan.

4. SUBSEQUENT ORDERS

Except as otherwise provided herein, the terms and conditions of this Appendix are subject to modification by subsequent orders of the state Commission that approved this Agreement under Section 252(e) of the Act, and any subsequently Commission-ordered modifications shall be incorporated into this Agreement by reference.

5. RESERVATION OF RIGHTS

By agreeing to the performance measures incorporated by reference into this Agreement pursuant to Section 1 hereof, AT&T CALIFORNIA does not admit that an apparent less-than-parity condition reflects discriminatory treatment.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.1 In recognition of either: 1) the loss of customer opportunities, revenues and goodwill which MCIm might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of MCIm having available to its customer opportunities similar to those opportunities available to AT&T CALIFORNIA at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages MCIm would sustain if a Specified Performance Breach occurs,

AT&T CALIFORNIA agrees to pay Liquidated Damages as may be required by this Appendix, subject to Section 6.2.

6.2 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages are intended to constitute a reasonable approximation of the damages MCIm would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.

1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and AT&T CALIFORNIA has a reasonable basis to believe it can charge MCIm for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, AT&T CALIFORNIA shall provide MCIm with the Contemplated Service in question and MCIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate AT&T CALIFORNIA tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.

1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T CALIFORNIA under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T CALIFORNIA provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AT&T CALIFORNIA and MCIm.

1.4 Intentionally Omitted.

1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the effective date of such order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission unless otherwise provided for by said Commission or FCC order.

1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate, upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement.

1.7 Intentionally Omitted.

1.8 AT&T CALIFORNIA shall not charge MCIm different rates for unbundled Network Elements based on the class of end user customers served by MCIm, or on the type of services provided by MCIm using

those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

1.9 Notice to Adopting CLECs

1.9.1 Notwithstanding anything to the contrary in this Appendix and Agreement including, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T CALIFORNIA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date.

1.10 Intentionally Omitted.

1.11 AT&T CALIFORNIA's obligation to provide Interconnection, Lawful Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T CALIFORNIA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T CALIFORNIA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.11.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T CALIFORNIA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T CALIFORNIA's current generic contract rate for the Product or Service, set forth in AT&T CALIFORNIA's applicable state-specific generic pricing schedule as published on AT&T_CALIFORNIA's CLEC website; or

1.11.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.11.1, above, and AT&T CALIFORNIA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.11.

1.12 Intentionally Omitted.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.

2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, usage will be accumulated at the end office or other measurement point without any per call rounding. For purposes of billing charges, total minutes by end office or other measurement point will and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.

2.3 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges."

2.4 Unless otherwise identified in the pricing tables, where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, AT&T CALIFORNIA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T CALIFORNIA will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

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

3.2 Intentionally Omitted.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Time and Material charges (a.k.a. additional labor charges) are defined in AT&T CALIFORNIA's Tariff Schedule Cal P.U.C. No. 175-T).

3.7 Intentionally Omitted.

4. BILLING

4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see Appendix General Terms and Conditions and Appendix Invoicing of this Agreement.

	A	B	C	D	E	F	G	H
1						**Monthly**	**NRC Initial**	**NRC Additional**
2						**Recurring**	**"@" INDICATES TO REFER**	
3	**GENERIC TERMINOLOGY**		**USOC**	**OANAD TERMINOLOGY**		**and/or Resale**	**TO THE NONRECURRING**	
4					**Notes**	**Discount %**	**PRICE SHEET FOR RATES**	
5								
6								
7		This Pricing Appendix contains all recurring and some non-recurring rates, including those set in D. 05-03-026. For non-recurring Costs addressed in OANAD see the						
8		attached Non-recurring price sheet.						
9								
10	NETWORK ELEMENTS							**NRC**
11								
12	**NETWORK INTERFACE DEVICE (NID)**			**NETWORK INTERFACE DEVICE (NID)**			**NRC Initial**	**Additional**
13	NID Interface			NID to NID Crossonnect		NRO	@	@
14	NID Premise Visit			NID to NID Crossonnect		NRO	@	@
15								
16	**LOOPS**			**LINKS**				
17	2-Wire Analog Zone 1		LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 9.48	@	@
18	2-Wire Analog Zone 2		LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 12.79	@	@
19	2-Wire Analog Zone 3		LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 26.43	@	@
20	2-Wire Analog Statewide /1/		LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 11.73	@	@
21								
22	4-Wire Analog Zone 1		LK4WA	4-Wire Link		$ 20.15	@	@
23	4-Wire Analog Zone 2		LK4WA	4-Wire Link		$ 24.38	@	@
24	4-Wire Analog Zone 3		LK4WA	4-Wire Link		$ 36.41	@	@
25	4-Wire Analog Statewide /1/		LK4WA	4-Wire Link		$ 22.41	@	@
26								
27	4-Wire - CO Facility Interface Connection		3F74X	4-Wire - CO Facility Interface Connection		$3.06	@	@
28								
29	2-wire Digital Zone 1		LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 9.98	@	@
30	2-wire Digital Zone 2		LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 13.34	@	@
31								
32	2-wire Digital Zone 3		LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 27.01	@	@
33	2-wire Digital Statewide /1/		LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 12.25	@	@
34								
35	4-wire Digital (DS1) Zone 1		LKC4W	Digital 1.544 MBPS DS-1		$ 48.67	@	@
36	4-wire Digital (DS1) Zone 2		LKC4W	Digital 1.544 MBPS DS-1		$ 63.19	@	@
37	4-wire Digital (DS1) Zone 3		LKC4W	Digital 1.544 MBPS DS-1		$ 102.76	@	@
38	4-wire Digital (DS1) Statewide /1/		LKC4W	Digital 1.544 MBPS DS-1 /2/		$ 56.47		
39								
40	DS3 Loop Zone 1		U4D3X	DS3 Loops	/2/	$ 474.73		
41	DS3 Loop Zone 2		U4D3X	DS3 Loops	/2/	$ 702.79		
42	DS3 Loop Zone 3		U4D3X	DS3 Loops	/2/	$ 1,388.30		
43	DS3 Loop (Statewide)		U4D3X	DS3 Loops	/2/	$ 563.73		
44								
45	PBX Option (in addition to regular 2-Wire loop charges) Zone 1		LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.13	@	@
46	PBX Option (in addition to regular 2-Wire loop charges) Zone 2		LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.10	@	@
47	PBX Option (in addition to regular 2-Wire loop charges) Zone 3		LKBRC/LKP/LKPAA	PBX Loop Option		$ 0.94	@	@
48	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/		LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.11	@	@
49								
50	Coin Option (in addition to regular 2-Wire loop charges) Zone 1		LKDBO/LKDTO	Coin Loop Option		$ 0.60	@	@
51	Coin Option (in addition to regular 2-Wire loop charges) Zone 2		LKDBO/LKDTO	Coin Loop Option		$ 0.58	@	@
52	Coin Option (in addition to regular 2-Wire loop charges) Zone 3		LKDBO/LKDTO	Coin Loop Option		$ 0.50	@	@
53	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/		LKDBO/LKDTO	Coin Loop Option		$ 0.59	@	@
54								
55	ISDN Option (in addition to regular 2-wire loop charges) Zone 1		See 2 wire digital	ISDN Loop Option		$ 0.50	@	@
56	ISDN Option (in addition to regular 2-wire loop charges) Zone 2		See 2 wire digital	ISDN Loop Option		$ 0.54	@	@
57	ISDN Option (in addition to regular 2-wire loop charges) Zone 3		See 2 wire digital	ISDN Loop Option		$ 0.58	@	@
58	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/		See 2 wire digital	ISDN Loop Option		$ 0.52	@	@
59								
60	IDSL Capable Loop Option							
61	Zone 1			Basic - 2 Wire + ISDN Option		$ 9.98	@	@
62	Zone 2			Basic - 2 Wire + ISDN Option		$ 13.34	@	@
63								
64	Zone 3			Basic - 2 Wire + ISDN Option		$ 27.01	@	@
65	Statewide			Basic - 2 Wire + ISDN Option		$ 12.25	@	@
66								
67	2-Wire xDSL Loop							
68	PSD #1 - 2-Wire xDSL Loop Zone 1		2SLAX	NA		$ 9.48	@	@
69	PSD #1 - 2-Wire xDSL Loop Zone 2		2SLAX	NA		$ 12.79	@	@
70	PSD #1 - 2-Wire xDSL Loop Zone 3		2SLAX	NA		$ 26.43	@	@
71	PSD #1 - 2-Wire xDSL Loop Statewide /1/		2SLAX	NA		$ 11.73	@	@
72	PSD #2 - 2-Wire xDSL Loop Zone 1		2SLBX	NA		$ 9.48	@	@
73	PSD #2 - 2-Wire xDSL Loop Zone 2		2SLBX	NA		$ 12.79	@	@
74	PSD #2 - 2-Wire xDSL Loop Zone 3		2SLBX	NA		$ 26.43	@	@
75	PSD #2 - 2-Wire xDSL Loop Statewide /1/		2SLBX	NA		$ 11.73	@	@
76	PSD #3 - 2-Wire xDSL Loop Zone 1		2SLCX	NA		$ 9.48	@	@

	A	B	C	D	E	F	G	H
77		PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA		$ 12.79	@	@
78		PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA		$ 26.43	@	@
79		PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA		$ 11.73	@	@
80		PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA		$ 9.48	@	@
81		PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA		$ 12.79	@	@
82		PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA		$ 26.43	@	@
83		PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA		$ 11.73	@	@
84		PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA		$ 9.48	@	@
85		PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA		$ 12.79	@	@
86		PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA		$ 26.43	@	@
87		PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA		$ 11.73	@	@
88		PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA		$ 9.48	@	@
89		PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA		$ 12.79	@	@
90		PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA		$ 26.43	@	@
91		PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA		$ 11.73	@	@
92								
93	4-Wire xDSL Loop							
94		PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA		$ 20.15	@	@
95		PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA		$ 24.38	@	@
96		PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA		$ 36.41	@	@
97		PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA		$ 22.41	@	@
98								
99								
100								
101								
102								
103								
104								
105								
106	**Expanded Interconnection Service Cross Connect (EISCC)**							
107		Basic/Voice Grade/ISDN						
108		EISCC			/2/	$ 0.40		
109								
110		Jack Panel	CCAJP		/2/	$ 1.65		
111		DS0						
112		EISCC			/2/	$ 24.78		
113		Jack Panel			/2/	$ 5.32		
114		DS1						
115		EISCC			/2/	$ 16.02		
116		Jack Panel			/2/	$ 2.31		
117		Repeater			/2/	$ 23.47		
118								
119		DS3						
120		EISCC			/2/	$ 45.68		
121								
122		Jack Panel			/2/	$ 25.77		
123		Repeater			/2/	$ 101.19		
124								
125	Line Station Transfer							
126	LST performed on CODSLAM Loop		URCLD	NA		N/A	$203.04	N/A
127	LST performed on Sub Loop		URCLB	NA		N/A	$176.71	N/A
128								
129								
130	**Loop Qualification Process**							
131		Loop Qualification Process - Mechanized	NR98U	NA		N/A	$ 0.10	N/A
132		Loop Qualification Process - Manual	NRBXU	NA		N/A	$ 33.34	NA
133								
134								
135	**DSL Conditioning Options**							
136		Removal of Repeaters	NRBXV	NA		N/A	$ 246.30	$ 21.17
137		Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	NA		N/A	$ 246.30	$ 21.17
138		Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	NA		N/A	$ 81.06	$ 21.17
139		Removal of Bridged Taps and Repeaters	NRBXH	NA		N/A	$ 787.66	$ 56.06
140		Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTV	NA		N/A	$ 506.31	$ 38.61
141		Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A		N/A	$ 177.15	$ 38.61
142		Removal of Bridged Taps	NRBXW	N/A		N/A	$ 588.17	$ 34.89
143		Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A		N/A	$ 294.08	$ 17.44
144		Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A		N/A	$ 96.10	$ 17.44
145		Removal of Bridged Taps and Load Coils	NRBXF	N/A		N/A	$ 1,321.41	$ 64.10
146		Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A		N/A	$ 534.25	$ 26.78
147		Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A		N/A	$ 197.66	$ 26.78

	A	B	C	D	E	F	G	H
148		Removal of Load Coils	NRBXZ	N/A		N/A	$ 780.05	$ 29.22
149		Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A		N/A	$ 260.02	$ 9.34
150		Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A		N/A	$ 101.56	$ 9.34
151								
152	**Remove All Bridged Tap (RABT) - MMP**							
153		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ				$ 295.60	
154		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP				$ 765.21	
155		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS				$ 295.60	
156		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM				$ 295.60	
157								
158	**SUB-LOOPS**							NRC
159	SAI to Terminal sub-loop							
160		2 Wire Analog	U6LSS	NA		$ 4.92	N/A	N/A
161		4 Wire Analog	U6LSS	NA		$ 13.08	N/A	N/A
162		2 Wire DSL	U6LSS	NA		$ 4.92	N/A	N/A
163		4 Wire DSL	U6LSS	NA		$ 13.08	N/A	N/A
164								
165								
166								
167	SAI to NID sub-loop							
168		2 Wire Analog	U6LST	NA		$ 6.67	N/A	N/A
169		4 Wire Analog	U6LST	NA		$ 19.52	N/A	N/A
170		2 Wire DSL	U6LST	NA		$ 6.67	N/A	N/A
171		4 Wire DSL	U6LST	NA		$ 19.52	N/A	N/A
172								
173								
174								
175	Terminal to NID sub-loop							
176		2 Wire Analog	U6LSU	NA		$ 2.96	N/A	N/A
177		4 Wire Analog	U6LSU	NA		$ 8.25	N/A	N/A
178		2 Wire DSL	U6LSU	NA		$ 2.96	N/A	N/A
179		4 Wire DSL	U6LSU	NA		$ 8.25	N/A	N/A
180								
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191								
192	**SUB-LOOP Non-Recurring Charges**							
193	2-Wire DSL - Simple							
194		Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 271.57	$ 77.49
195		Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 207.30	$ 77.49
196		Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 148.69	$ 71.59
197	2-Wire DSL - Complex							
198		Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 242.79	$ 53.85
199		Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 178.52	$ 53.85
200		Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
201	2-Wire Analog - Simple							
202		Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 271.57	$ 77.49
203		Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 207.30	$ 77.49
204		Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 148.69	$ 71.59
205	2-Wire Analog - Complex							
206		Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 242.79	$ 53.85
207		Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 178.52	$ 53.85
208		Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
209	2-Wire ISDN - Simple							
210		Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 247.58	$ 64.64
211		Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 182.41	$ 64.64
212		Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 117.17	$ 56.16
213	2-Wire ISDN - Complex							
214		Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 250.32	$ 56.45
215		Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 185.15	$ 56.45
216		Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
217	4-Wire DSL - Simple							
218		Crossconnects, per line - (MANUAL/FAX)	UCNC1	NA		N/A	$ 332.25	$ 97.04
219		Crossconnects, per line - (CESAR/LEX))	UCNC2	NA		N/A	$ 267.07	$ 97.04
220		Crossconnects, per line - (MECHANIZED)	UCNC3	NA		N/A	$ 201.84	$ 88.55
221	4-Wire DSL - Complex							
222		Crossconnects, per line - (MANUAL/FAX)	UCNC4	NA		N/A	$ 310.64	$ 69.07

	A	B	C	D	E	F	G	H
223		Crossconnects, per line - (CESAR/LEX))	UCNC5	NA		N/A	$ 245.47	$ 69.07
224		Crossconnects, per line - (MECHANIZED)	UCNC6	NA		N/A	$ 180.23	$ 60.59
225	4-Wire Analog - Simple							
226		Crossconnects, per line - (MANUAL/FAX)	UCNC1	NA		N/A	$ 332.25	$ 97.04
227		Crossconnects, per line - (CESAR/LEX))	UCNC2	NA		N/A	$ 267.07	$ 97.04
228		Crossconnects, per line - (MECHANIZED)	UCNC3	NA		N/A	$ 201.84	$ 88.55
229	4-Wire Analog - Complex							
230		Crossconnects, per line - (MANUAL/FAX)	UCNC4	NA		N/A	$ 310.64	$ 69.07
231		Crossconnects, per line - (CESAR/LEX))	UCNC5	NA		N/A	$ 220.49	$ 69.07
232		Crossconnects, per line - (MECHANIZED)	UCNC6	NA		N/A	$ 180.23	$ 60.59
233								
234								
235								
236								
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259								
260	**Cross Connects for UNE Connection Methods**							
261	Analog Loop to the UNE Connection Methods point of access							
262		2-Wire Mth 1	UXRA1	NA		$ 1.57		
263		Mth 2	UXRA2	NA		$ 1.62		
264		Mth 3	UXRA5	NA		$ 1.68		
265		4-Wire Mth 1	UXRB1	NA		$ 3.14		
266		Mth 2	UXRB2	NA		$ 3.24		
267		Mth 3	UXRB5	NA		$ 3.36		
268								
269	Digital Loop to the UNE Connection Methods Point of Access							
270		2-Wire Mth 1	UXRA1	NA		$ 1.57		
271		Mth 2	UXRA2	NA		$ 1.62		
272		Mth 3	UXRA5	NA		$ 1.68		
273								
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301								
302	Entrance Facilities							

	A	B	C	D	E	F	G	H
303	2Wire Voice Grade					$ 22.37		
304	4Wire Voice Grade					$ 44.84		
305	DS-1					$ 150.05		
306	DS-3 w/ equip					$ 1,834.49		
307	DS-3 w/o equip					$ 143.53		
308	OC-3				/3/	$ 4,323.29		
309	OC12				/4/			
310								
311								
312	Interoffice Transport							
313								
314								
315								
316	DS-1							
317	Fixed Mileage				/2/	$ 33.49		@
318								
319	Variable Mileage				/2/	$ 0.25		@
320								
321	DS-3							
322	Fixed Mileage				/2/	$ 475.95		@
323								
324	Variable Mileage				/2/	$ 4.81		@
325								
326	MULTIPLEXING							
327	DS-1/DS-0 MUX				/2/	$ 255.58		@
328	DS-3/DS-1 MUX				/2/	$ 287.88		@
329								
330	Dark Fiber			Dark Fiber			Connect	Disconnect
331	Dark Fiber -Interoffice per strand		ULY4X	N/A	/2/	$10.92	$ 1,678.32	$ 1,678.32
332								
333	Dark Fiber - Interoffice per foot		ULJAA, ULJAB	N/A	/2/	$0.00	NA	NA
334								
335	Dark Fiber Cross Connect - Interoffice		UKCJX	N/A	/2/	$6.74	$ 126.59	$ 126.59
336								
337	Dark Fiber - Interoffice Inquiry		NR9D6	N/A		N/A	$ 371.80	$ 371.80
338								
339								
340								
341	Routine Network Modifications - see TRO/TRRO Amendment, filed 03 23 06.							
342								
343								
344								
345								
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355								
356								
357								
358								
359								
360	SS7 SIGNALING SYSTEM 7							
361	SS7 Links							
362	Voice Grade Fixed					$ 4.52		
363	Variable Mileage					$ 0.01		
364	DS-1 Fixed					$ 31.62		
365	Variable Mileage					$ 1.84		
366	STP Port					$ 261.71		
367								
368	**CROSS CONNECTS TO COLLOCATION**			**CROSS CONNECTS TO COLLOCATION**				
369	EISCC Combined with Loop to Collocation			Voice Grade/ISDN				
370	Basic		CCDSO	EISCC		$ 0.44	@	@
371	Jack Panel		CCJAP	Jack Panel		$ 1.79	@	@
372								
373	DS-0			DS-0				
374	EISCC Combined with Loop to Collocation		C2CB4	EISCC		$ 26.07	@	@
375	Jack Panel		CCJAP	Jack Panel		$ 5.60	@	@
376								
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402								
403	***OTHER***							**NRC**
404		**Directory Assistance**					**NRC Initial**	**Additional**
405		Directory Assistance Rate Per Call				$ 0.37000		
406								
407		Express Call Completion						
408		Rate per call				$ 0.15000		
409		Call Completion LATA Wide - Per MOU				$ 0.00436		
410								
411		Directory Assistance (nationwide listing service)						
412		Rate per call				$ 0.82		
413								
414		Call Branding						
415		Establish/Change Branding Announcement (Per TOPS - Switch)	BRAND			N/A	$ 1,800.00	
416								
417								
418		Rate per subsequent reference change				N/A	$ 2,200.00	
		Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference						
419		Load				N/A	$ 1,000.00	
420								
421								
422		DAL						
423		Initial loads				$0.00050		
424		Updates				$0.00590		
425								
426		**Operator Services**						
427		Fully Automated Call Processing						
428		Call Completion LATA Wide - Per MOU				$ 0.00436		
429		Rate per completed automated call				$ 0.09381		
430								
431		Operator - Assisted Call Processing						
432		Call Completion LATA Wide - Per MOU				$ 0.00436		
433		Operator Assisted Call Processing (Per work second)				$ 0.02967		
434								
435		Call Branding						
436		Establish/Change Branding Announcement (Per TOPS - Switch)	BRAND			N/A	$ 1,800.00	
437								
438		Operator Services-Facilities Based Rate Reference-Initial Load				TBD	$ 2,200.00	
		Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference						
439		Load				TBD	$ 1,000.00	
440								
441		**OA/DA Trunks**						
442		Trunk Installation per trunk	TPP6X, TPP9X			N/A	$ 500.00	$ 184.00
443								
444								
445		**BLV/I Trunks**						
446		Trunk Installation per trunk	TPP6X, TPP9X			N/A	$ 500.00	$ 184.00
447								
448		**Ancillary Equipment**						
449								
450		**Analog Bridging**						
451		Master Leg Plug 2-wire	ABPM2			$14.10	$24.60	
452		Master Leg Plug 4 wire	ABPM4			$14.10	$24.60	
453		2-wire Analog Bridge Plug				$13.50	$24.60	
454		4-wire Analog Bridge Plug				$12.85	$24.60	
455								
456		**Program Audio Bridging**						
457		Program Audio Bridge	PAB			$85.60	$172.00	
458								
459								
460								
461								

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470								
471		**Diverse Routing**						
472		DS1 per point of termination				See Tariff CAL.P.U.C 175-T, Section 11	See Tariff (FCC #1 Section 6)	
473								
474		DS3 per point of termination						
475		(With Terminal Equip.)				See Tariff CAL.P.U.C 175-T, Section 11	See Tariff (FCC #1 Section 6)	
476								
477		DS3 per point of termination						
478		(W/O Terminal Equip.)				See Tariff CAL.P.U.C 175-T, Section 11	See Tariff (FCC #1 Section 6)	
479								
480								
481								
482		NXX Migration				N/A	$0.00	
483								
484								
485								
486								
487								
488								
489		Pole and Duct (Structure)						
490		Poles ($/attachment/yr.)*				$ 5.35		
491								
492		Per Foot Conduit Occupancy Fees						
493		Inner Duct ($/ft/yr.)				$ 0.54		
494							Non recurring	
495		Contract Administration Fee					$ 125.00	
496		Administrative Record-Keeping Fee					$ 125.00	
497		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
498		additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.						
499		Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.						
500								
501	**911 Network Services**							
502		Trunk Charge per DS0	TK911			$ 26.00	$ 741.00	
503		Mileage	E91TP			$ 2.00	N/A	
504		Facility rates can be found in the applicable FCC Special Access tariff.						
505								
506	**911 Database Management Services**							
507		Secure ID Card	EMECM			$ 5.70	N/A	
508		Secure ID Card - Replacement Card	EMECR			N/A	$ 132.99	
509		Master Street Address Guide						
510		Per Request	EMEMC			N/A	$ 56.99	
511		Per Quarter	EMEMC			$ 14.25	N/A	
512								
513								
514								
515								
516	**INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION**							
517								
518		End Office Local Termination - Interoffice Terminating						
519		Set up charge, per call			/2/	$ 0.001448		
520		Duration charge, per MOU			/2/	$ 0.001360		
521								
522		Tandem Switching - Shared Transport						
523		Setup per Call			/2/	$ 0.000453		
524		Setup per Completed Message			/2/	$ 0.000629		
525		Holding Time per MOU			/2/	$ 0.000453		
526								
527		Switch Transport Common						
528		Fixed Mileage			/2/	$ 0.001251		
529		Variable Mileage			/2/	$ 0.000021		
530								
531								
532		Transport and Termination of ISP-bound Traffic				$ 0.000700		
533								
534	TRANSITING-LOCAL TRAFFIC							
535	Setup per attempt (Setup per Call)					$ 0.0011300		
536	Holding term per MOU (MOU)					$ 0.0027700		

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537								
538	***RESALE***							
539						Recurring	Non recurring	
540		**LOCAL EXCHANGE SERVICE**						
541		Individual Line Measured Rate Residence Service				17%	17%	
542		Individual Line Measured Rate Business Service				17%	17%	
543		Individual Line Flat Rate Residence Service				17%	17%	
544		Farmer Line Service				17%	17%	
545								
546		**LOCAL USAGE, ZUM, and EAS**						
547		**VERTICAL SERVICES**						
548		Three Way Calling				17%	17%	
549		Call Forwarding				17%	17%	
550		Busy Call Forwarding				17%	17%	
551		Delayed Call Forwarding				17%	17%	
552		Remote Access to Call Forwarding				17%	17%	
553		Call Screen				17%	17%	
554		Select Call Forwarding				17%	17%	
555		Priority Ringing				17%	17%	
556		Repeat Dialing				17%	17%	
557		Call Return				17%	17%	
558		Caller ID				17%	17%	
559		Call Waiting				17%	17%	
560		Speed Calling - 8 code capacity				17%	17%	
561		Speed Calling - 30 code capacity				17%	17%	
562		Intercom				17%	17%	
563		Intercom Plus				17%	17%	
564		Call Trace				17%	17%	
565		Caller ID on Analog Centrex-Like Lines				17%	17%	
566		Caller ID on PBX Lines				17%	17%	
567		Caller ID on Dedicated Custom 8 Service				17%	17%	
568		Direct Connect				17%	17%	
569		Usage Sensitive Custom Calling Services				17%	17%	
570		Premiere Communications Systems - Resale				17%	17%	
571		Remote Call Forwarding				17%	17%	
572		Direct Connect				17%	17%	
573								
574		**CENTREX-LIKE**						
575		Hunting Service				17%	17%	
576		Airport Intercommunicating Service				17%	17%	
577		Central Office Electronic Tandem Switching				17%	17%	
578		Centrex-Like ISDN				17%	17%	
579								
580		**ISDN**						
581		ISDN- BRI				17%	17%	
582		Primary Rate ISDN (PRI)				17%	17%	
583		Personal ISDN				17%	17%	
584		Centrex-Like ISDN						
585								
586		**TOLL**						
587		Local Plus (Intralata Toll)				17%	17%	
588		Two-Point Message Telecommunications Service (Local Toll)				17%	17%	
589								
590		CUSTOM 8 Toll Free Service (grandfathered)				17%	17%	
591		Dedicated Access Line				17%	17%	
592		Custom 8 Digital Data				17%	17%	
593		EASY 8 Toll Free Service				17%	17%	
594		Easy 8 Digital Data				17%	17%	
595		Easy 8 Directory Assistance Listing				17%	17%	
596		California 976				17%	17%	
597		California 900				17%	17%	
598		Information Services Call Blocking				17%	17%	
599								
600		**OPTIONAL TOLL CALLING PLANS**						
601		Resale Residence Usage Discount- Direct Discount				17%	17%	
602		Resale Residence Usage Discount- Service Area				17%	17%	
603		Resale Residence Usage Discount- Community				17%	17%	
604		Resale Residence Usage Discount- Easy Saver				17%	17%	
605		Resale Residence Usage Discount- Saver 60				17%	17%	
606		Resale Residence Usage Discount- Saver Plus				17%	17%	
607		Resale Business Usage Discount- Direct Discount				17%	17%	
608		Resale Business Usage Discount- Plan 50				17%	17%	
609		Resale Business Usage Discount- Plan 1000				17%	17%	
610		Resale Business Usage Discount- Volume Discount				17%	17%	
611		Resale Business Usage Discount - Plus				17%	17%	
612								
613		**DIRECTORY ASSISTANCE**				17%	17%	
614		Nationwide Listing Services (NLS)				17%	17%	
615		Express Call Completion				17%	17%	
616		CVN Service				17%	17%	
617								
618		**TRUNKS**						

	A	B	C	D	E	F	G	H
619		Flat Rate Trunk				17%	17%	
620		Trunk Line Service				17%	17%	
621								
622		**Data Services**						
623		Gigabit Ethernet Metropolitan Area Network (GigaMAN)				17%	17%	
624		PBX Trunks				17%	17%	
625		Mulit-Service Optical Network (MON)				17%	17%	
626								
627		**OTHER**						
628		Number Retention Service				17%	17%	
629		Number Referral Service				17%	17%	
630		Number Services (Personalized TNs)				17%	17%	
631		Voice Based Information Services				17%	17%	
632		Promotional Pricing (90 days +)				17%	17%	
633		Private Branch Exchange Services				17%	17%	
634		Short Duration Service				17%	17%	
635		Grandfathered Services				17%	17%	
636		Message Waiting Indicator (MWI++)				17%	17%	
637		Call Forwarding Busy Line				17%	17%	
638		Call Forwarding/ Don't Answer				17%	17%	
639		Call Forwarding Busy Line/ Don't Answer				17%	17%	
640		Foreign Exchange Service				17%	17%	
641		Foreign Prefix Service				17%	17%	
642		Off Premise Extensions				17%	17%	
643		Operator Services and Directory Assistance				17%	17%	
644								
645		**TELEPHONE ANSWERING SERVICE**				17%	17%	
646		Secretarial Answering Service				17%	17%	
647		Occasional Service				17%	17%	
648		Concentrator- Identifier Service				17%	17%	
649		Answering Line Service				17%	17%	
650								
651		**DIRECT INWARD DIALING SERVICE**				17%	17%	
652		Tie Line Service				17%	17%	
653		Interexchange Channel				17%	17%	
654		Directory Listings Alternate User Listings				17%	17%	
655		Business Individual Line Service				17%	17%	
656		Premium Subscriber Plan				17%	17%	
657		Premiere Subscriber Plan				17%	17%	
658		Power Distribution Alarm And Control System				17%	17%	
659		Custom Virtual Network				17%	17%	
660		WATS Service				17%	17%	
661		Basic Service Elements and						
662		Complementary Network Services				17%	17%	
663		Business Answering Lines				17%	17%	
664		Short Duration Service				17%	17%	
665								
666	***OTHER (Resale)***							
667	***On products below, for discount, if any please see applicable tariff***							
668		Access Products				0%	0%	
669		Electronic Tandem Switching *				0%	0%	
670		Private Line Services				0%	0%	
671		Digital Data Over Voice				0%	0%	
672		Group Video				0%	0%	
673		High Voltage Protection				0%	0%	
674		Switched SMDS				0%	0%	
675		Switched 56				0%	0%	
676								
677		All Broadband and Fast Packet Services				0%	0%	
678								
679		* Pending CPUC approval of Advice Letter No. 18432						
680								
681		Other Services					0%	
682		Centrex-Like Number Retention Service				17%	0%	
683		Off-Premise Extension Service					0%	
684		Promotions Exceeding 90 days					0%	
685		Contract Plans				17%	0%	
686		Remote Call Forwarding					0%	
687		COPT				17%	0%	
688		Labor/Network Rearrangements				0%	0%	
689		Visit Charge (Trouble Identification)				0%	0%	
690		Cable services AII, IW				0%	0%	
691								
692		Electronic Billing Information Data (daily usage)						
693		per message			$	0.003	N/A	
694								
695		Fraud Alert Referral						
696		Usage per Alert Referral			$	11.10	$ 700.00	
697								
698		Repair Transfer Service (per subsequent change)						
699		Recorded Name Announcement				n/a	$ 2,300.00	

	A	B	C	D	E	F	G	H
700		800/888 Telephone Number				n/a	$ 750.00	
701		Name Announcement & Telephone Number				n/a	$ 2,400.00	
702								
703		Slamming Investigation Fee				n/a	$ 50.00	
704								
705		Local disconnect Report (LDR)						
706		Per WTN				$ 0.10	NA	
707								
708		Traffic Alert Referral Service Usage charge/alert				tbd	N/A	
709								
710		End User Change Over (per billable telephone number)						
711		Business				$ 5.81		
712								
713		Residence				$ 4.15		
714								
715		Complex				$ 5.81		
716								
717								
718		LNP Service Charge				N/A		
719							**NRC Initial**	**NRC Additional**
720		Directory Assistance						
721		Call Branding						
722		Establish/Change Branding Announcement (Per TOPS - Switch)					$ 1,800.00	$ 1,800.00
723								
724		DA Services rate/ reference information						
725		Rate per initial load					$ 2,200.00	$ 1,000.00
726		Rate per subsequent rate change					$ 2,200.00	$ 1,000.00
727		Rate per subsequent reference change					$ 2,200.00	$ 1,000.00
728								
729		Operator Services						
730		Call Branding						
731		Establish/Change Branding Announcement (Per TOPS - Switch)					$ 1,800.00	$ 1,800.00
732								
733		Operator Services rate/reference information						
734		Rate per initial load					$ 2,200.00	$ 1,000.00
735		Rate per subsequent rate change					$ 2,200.00	$ 1,000.00
736		Rate per subsequent reference change					$ 2,200.00	$ 1,000.00
737								
738								
739	/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates						
740		based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant						
741		to D. 02-02-047. CLECs may not use both rate structures.						
742								
	/2/	The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates noright to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.						
743								
744								
745	LNP surcharge					N/A		
746								
	/3/	It is MCIm's position that the Commission-ordered recurring rate for OC-3 entrance facilities is $1,494.39. MCIm has agreed to include what it believes to be an incorrect rate ($4,323.29) for OC-3 entrance facilities solely to facilitate compliance with the Commission's directive that the Parties file an executed Agreement by September 1, 2006. It is MCIm's position that, in the event MCIm orders OC-3 entrance facilities from AT&T CALIFORNIA pursuant to this Agreement, AT&T CALIFORNIA is required to charge MCIm only the Commission-approved monthly recurring charge of $1,494.39. It is also MCIm's position that MCIm is entitled to order entrance facilities pursuant to this ICA under the terms and conditions set forth in Section 14 of the TRO/TRRO Amendment approved by the Commission in D0601043, which terms and conditions are incorporated herein by this reference. It is AT&T California's position that it is not obligated to provide any OCn level dedicated transport including, without limitation, OCn level entrance facilities (OC3 and OC12) in accordance with Section 12.4 of the Appendix UNE and the outcome of Decision 06-01-043 (TRRO proceeding) cited in Decision 06-08-029.						
747	/4/							
		It is MCIm's position that the Commission-ordered recurring rate for OC-12 entrance facilities is $4,323.29. MCIm has agreed to omit this rate from this Price Schedule solely to facilitate compliance with the Commission's directive that the Parties file an executed Agreement by September 1, 2006. It is MCIm's position that, in the event MCIm orders OC-12 entrance facilities from AT&T CALIFORNIA pursuant to this Agreement, AT&T CALIFORNIA is required to charge MCIm the Commission-approved monthly recurring charge of $4,323.29. It is also MCIm's position that MCIm is entitled to order entrance facilities pursuant to this ICA under the terms and conditions set forth in Section 14 of the TRO/TRRO Amendment approved by the Commission in D0601043, which terms and conditions are incorporated herein by this reference. It is AT&T California's position that it is not obligated to provide any OCn level dedicated transport including, without limitation, OCn level entrance facilities (OC3 and OC12) in accordance with Section 12.4 of the Appendix UNE and the outcome of Decision 06-01-043 (TRRO proceeding) cited in Decision 06-08-029.						
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	GENERIC TERMINOLOGY	USOC	Notes	Monthly Recurring and/or Resale Discount %
White Pages Listing Products		**USOC**		
		FID		
		CLT/LGTAB		$1.66 Bus
a	Additional Listing & Foreign Listing	CLT		N/A
		LLT/LTGXR		$3.31 Bus
a	Combined Business Additional Listing and Line of Information, or Cross Reference Listing.	LLT		N/A
		DAO/LTGDB/LTGDR		$0.14 Bus
a	Directory Assistance Only Listing (CA only)	DAO		$0.14 Res
		JUL/LTGXB		$1.42 Bus (or See Tariff A5.6.1)
a	Alternate user Listing/Joint User Listing-Rates may vary by community & class of service	JU/JUL		N/A
		XLL/LTGEB/LTGER		$1.66 Bus
a	Line of Information	XLL		$0.81 Res
		NPU		$0.28 Bus
a	Non-Published (Chargeable)	NP-NSL/NPU		$0.28 Res
		FNA		$0.47 Bus
a	Reference Listing Different Customer (Alternate Listing)	FNA		$0.47 Res
		NAB		$0.47 Bus
a	Reference Listing Same Customer (NEV only)	NAB		$0.47 Res
		RLT/LTGAT		N/A
a	Residence Additional Listing	RLT		$0.81 Res
		RLT		N/A
a	Residence Additional Listing in the Business Section (CA ONLY)	ZLT		$0.81 Res
		ENT		$5.00 Bus
a	Sending Exchange Enterprise & Zenith Service Listing	ENT		N/A
		Y6VCX		$1.66 Bus
a	Substitute Charge to Contue Billing CLT, LLT (apply 2 USOC's), (&XLL in CA ONLY) through directory issue			N/A

		Y6VRX		$0.81 Bus
a	Substitute Charge to Contue billing RLT, Fna, naB, (&XLL in NEV only) through directory issue			$0.81 Res
	Service Order Charges Each Listing added or Altered (Additional listings, Other Listings, Caption Listings, DA			$6.65 Bus
b	Listings) See CA PUC No A3.			$6.65 Res
a) CA PUC Network and exchange Services; Section A5-Exchange Services				
b) CA PUC Network and exchange Services; Section A3.1.3.C				

Batch Hot Cuts
see Batch Hot Cuts TRO/TRRO Amendment.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1																					
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
7																					
8	**CROSS CONNECT**																				
9																					
10	EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	$2.08			$3.29			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
11	EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
12	EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81			$0.81			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
13	EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
14	EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	$2.08			$3.29			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
15	EISCC - DS0 - INITIAL (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
16	EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81			$0.81			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
17	EISCC - DS0 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
18	EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	$2.08			$3.29			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
19	EISCC - DS1 - INITIAL (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
20	EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81			$0.81			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
21	EISCC - DS1 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
22	EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	$2.08			$3.29			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
23	EISCC - DS3 - INITIAL (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
24	EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81			$0.81			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
25	EISCC - DS3 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
26																					
27	UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMI	$2.08			$3.29			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
28	UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
29	UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL	$0.81			$0.81			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
30	(CESAR/LEX - SIMPLE)																				
31	UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED	$0.00			$0.00			$0.00			$0.00			$0.00		$0.00		$0.00		$0.00	
32																					
33	**MULTIPLEXING**																				
34																					
35	MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	$4.05			$4.05			$0.00			$0.00			$80.12		$36.13		$0.00		$0.00	
36	MULTIPLEXING DS1/DS0 (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$80.12		$36.13		$0.00		$0.00	
37	MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	$4.05			$4.05			$0.00			$0.00			$84.17		$36.32		$0.00		$0.00	
38	MULTIPLEXING DS3/DS1 (MECHANIZED)	$0.16			$0.16			$0.00			$0.00			$84.17		$36.32		$0.00		$0.00	
39																					
40	**INTEROFFICE TRANSMISSION FACILITIES**																				
41	**(IOF) DEDICATED TRANSPORT**																				
42																					
43																					
44																					
45																					
46																					
47																					
48																					
49	DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$44.91			$0.00			$42.48			$67.62		$35.81		$0.00		$0.00	
50	DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	$46.65			$18.81			$0.00			$14.77			$67.62		$35.81		$0.00		$0.00	
51	DIGITAL-TRANSPORT DS1 - INITIAL (MECHANIZED)	$0.73			$0.73			$0.00			$0.00			$67.62		$35.81		$0.00		$0.00	
52	DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
53	DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
54	DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
55	DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$44.91			$0.00			$42.48			$67.25		$35.81		$0.00		$0.00	
56	DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	$46.65			$18.81			$0.00			$14.77			$67.25		$35.81		$0.00		$0.00	
57	DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	$0.73			$0.73			$0.00			$0.00			$67.25		$35.81		$0.00		$0.00	
58	DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
59	DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
60	DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$57.35		$29.97		$0.00		$0.00	
61																					
62	INTEROFFICE TRANSMISSION FACILITIES																				
63	(IOF) ENTRANCE FACILITY																				
64																					
65	VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$48.15			$0.00			$42.48			$21.85		$7.56		$0.00		$0.00	
66	VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	$46.65			$22.25			$0.00			$14.77			$21.85		$7.56		$0.00		$0.00	
67	VOICE GRADE - INITIAL (MECHANIZED)	$0.32			$0.32			$0.00			$0.00			$21.85		$7.56		$0.00		$0.00	
68	VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$9.36		$5.03		$0.00		$0.00	
69	VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$9.36		$5.03		$0.00		$0.00	
70	VOICE GRADE - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$9.36		$5.03		$0.00		$0.00	
71	DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$48.15			$0.00			$42.48			$68.87		$43.77		$0.00		$0.00	
72	DS1 - INITIAL (CESAR/LEX - COMPLEX)	$46.65			$22.25			$0.00			$14.77			$68.87		$43.77		$0.00		$0.00	
73	DS1 - INITIAL (MECHANIZED)	$0.32			$0.32			$0.00			$0.00			$68.87		$43.77		$0.00		$0.00	
74	DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$58.41		$39.48		$0.00		$0.00	
75	DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$58.41		$39.48		$0.00		$0.00	
76	DS1 - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$58.41		$39.48		$0.00		$0.00	
77	DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$48.15			$0.00			$42.48			$114.90		$43.48		$0.00		$0.00	
78	DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	$46.65			$22.25			$0.00			$14.77			$114.90		$43.48		$0.00		$0.00	
79	DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	$0.32			$0.32			$0.00			$0.00			$114.90		$43.48		$0.00		$0.00	
80	DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
81	DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
82	DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
83	DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75			$48.15			$0.00			$42.48			$69.10		$44.79		$0.00		$0.00	
84	DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	$46.65			$22.25			$0.00			$14.77			$69.10		$44.79		$0.00		$0.00	
85	DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	$0.32			$0.32			$0.00			$0.00			$69.10		$44.79		$0.00		$0.00	
86	DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$58.41		$38.39		$0.00		$0.00	
87	DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66			$2.43			$0.00			$0.00			$58.41		$38.39		$0.00		$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
88	DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$58.41		$38.39		$0.00		$0.00	
89	*OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22			$51.99			$0.00			$49.18			$129.26		$46.56		$0.00		$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
90	*OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.00			$21.78			$0.00			$17.09			$129.26		$46.56		$0.00		$0.00	
91	*OC3 (MECHANIZED) - INITIAL& ADDITIONAL	$0.84			$0.84			$0.00			$0.00			$129.26		$46.56		$0.00		$0.00	
92	*OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.21			$51.99			$0.00			$49.18			$129.26		$46.56		$0.00		$0.00	
93	*OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITONAL	$54.00			$21.78			$0.00			$17.09			$129.26		$46.56		$0.00		$0.00	
94	*OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84			$0.84			$0.00			$0.00			$129.26		$46.56		$0.00		$0.00	
95																					
96	**LINK**																				
97																					
98	4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$63.06		HOX55	$49.90		HOX56	$53.09		HOX57	$47.50		HOCH7	$28.84		$10.41		$11.40		$0.00	
99	4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.09		XOX55	$21.57		XOX56	$24.00		XOX57	$19.61		SOCH7	$28.84		$10.41		$11.40		$0.00	
100	4 WIRE - INITIAL (MECHANIZED)	$0.16			$0.16			$0.16			$0.00			$28.84		$10.41		$11.40		$0.00	
101	4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69		HOX55	$3.64		HOX56	$1.94		HOX57	$0.00		HOCH7	$18.95		$7.43		$0.00		$0.00	
102	4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69		XOX55	$3.64		XOX56	$1.94		XOX57	$0.00		SOCH7	$18.95		$7.43		$0.00		$0.00	
103	4 WIRE - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$18.95		$7.43		$0.00		$0.00	
104	ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$57.53		HOX12	$48.94		HOX14	$52.25		HOX13	$47.42		HOCH2	$18.66		$8.54		$15.43		$0.00	
105	ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$29.93		XOX12	$21.03		XOX14	$24.33		XOX13	$19.58		SOCH2	$18.66		$8.54		$15.43		$0.00	
106	ASSURED - INITIAL (MECHANIZED)	$0.16		MOX12	$0.16		MOX14	$0.16		MOX13	$0.00			$18.66		$8.54		$15.43		$0.00	
107	ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24		HOX12	$1.85		HOX14	$2.02		HOX13	$0.00		HOCH2	$12.53		$5.75		$0.00		$0.00	
108	ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24		XOX12	$1.85		XOX14	$2.02		XOX13	$0.00		SOCH2	$12.53		$5.75		$0.00		$0.00	
109	ASSURED - ADDITIONAL (MECHANIZED)	$0.00		MOX12	$0.00		MOX14	$0.00		MOX13	$0.00			$12.53		$5.75		$0.00		$0.00	
110	BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$57.53		HOX08	$48.94		HOX10	$52.25		HOX69	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
111	BASIC - INITIAL (CESAR/LEX - SIMPLE)	$29.93		XOX08	$21.03		XOX10	$24.33		XOX60	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
112	BASIC - INITIAL (MECHANIZED)	$0.16		MOX08	$0.16		MOX10	$0.16		MOX69	$0.00			$18.56		$8.57		$15.50		$0.00	
113	BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24		HOX08	$1.85		HOX10	$2.02		HOX69	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
114	BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24		XOX08	$1.85		XOX10	$2.02		XOX60	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
115	BASIC - ADDITIONAL (MECHANIZED)	$0.00		MOX08	$0.00		MOX10	$0.00		MOX69	$0.00			$12.67		$5.77		$0.00		$0.00	
116	DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06			$49.90			$53.09			$47.50			$104.59		$13.44		$0.00		$0.00	
117	DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.09			$21.57			$24.00			$19.61			$104.59		$13.44		$0.00		$0.00	
118	DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16			$0.16			$0.16			$0.00			$104.59		$13.44		$0.00		$0.00	
119	DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69			$3.64			$1.94			$0.00			$58.25		$10.73		$0.00		$0.00	
120	DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69			$3.64			$1.94			$0.00			$58.25		$10.73		$0.00		$0.00	
121	DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$58.25		$10.73		$0.00		$0.00	
122	DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06			$49.90			$53.09			$47.50			$108.56		$17.38		$0.00		$0.00	
123	DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.09			$21.57			$24.00			$19.61			$108.56		$17.38		$0.00		$0.00	
124	DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16			$0.16			$0.16			$0.00			$108.56		$17.38		$0.00		$0.00	
125	DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69			$3.64			$1.94			$0.00			$61.00		$14.67		$0.00		$0.00	
126	DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69			$3.64			$1.94			$0.00			$61.00		$14.67		$0.00		$0.00	
127	DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$61.00		$14.67		$0.00		$0.00	
128	ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$63.06		HOX32	$49.90		HOX34	$53.09		HOX33	$47.50		HOCH2	$18.55		$8.57		$15.50		$0.00	
129	ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.09		XOX32	$21.57		XOX34	$24.00		XOX33	$19.61		SOCH2	$18.55		$8.57		$15.50		$0.00	
130	ISDN LINK - INITIAL (MECHANIZED)	$0.16		MOX32	$0.16		MOX34	$0.16			$0.00			$18.55		$8.57		$15.50		$0.00	
131	ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69		HOX32	$3.64		HOX34	$1.94		HOX33	$0.00		SOCH2	$12.67		$5.68		$0.00		$0.00	
132	ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69		XOX32	$3.64		XOX34	$1.94		XOX33	$0.00		SOCH2	$12.67		$5.68		$0.00		$0.00	
133	ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00		MOX32	$0.00		MOX34	$0.00			$0.00			$12.67		$5.68		$0.00		$0.00	
134	PBX LINK - INITIAL (MANUAL/FAX - COMPLEX)	$57.53		HOXO8	$48.94		HOX1O	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
135	PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	$29.93		XOXO8	$21.03		XOX1O	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
136	PBX LINK - INITIAL (MECHANIZED)	$0.16		MOXO8	$0.16		MOX1O	$0.16			$0.00			$18.56		$8.57		$15.50		$0.00	
137	PBX LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.24		HOXO8	$1.85		HOX1O	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
138	PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.24		XOXO8	$1.85		XOX1O	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
139	PBX LINK - ADDITIONAL (MECHANIZED)	$0.00		MOXO8	$0.00		MOX1O	$0.00			$0.00			$12.67		$5.77		$0.00		$0.00	
140	COIN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$57.53		HOXO8	$48.94		HOXO8	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
141	COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	$29.93		XOXO8	$21.03		XOXO8	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
142	COIN LINK - INITIAL (MECHANIZED)	$0.16		MOXO8	$0.16		MOXO8	$0.16			$0.00			$18.56		$8.57		$15.50		$0.00	
143	COIN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.24		HOXO8	$1.85		HOXO8	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
144	COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.24		XOXO8	$1.85		XOXO8	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
145	COIN LINK - ADDITIONAL (MECHANIZED)	$0.00		MOXO8	$0.00		MOXO8	$0.00			$0.00			$12.67		$5.77		$0.00		$0.00	
146	DS3 Loop - INITIAL (Manual)	$72.75			$48.15			$0.00			$42.48			$114.90		$43.48		$0.00		$0.00	
147	DS3 Loop - INITIAL (Cesar/LEX)	$46.65			$22.25			$0.00			$14.77			$114.90		$43.48		$0.00		$0.00	
148	DS3 Loop - INITIAL (Mechanized))	$0.32			$0.32			$0.00			$0.00			$114.90		$43.48		$0.00		$0.00	
149	DS3 Loop - ADDITIONAL (Manual)	$5.66			$2.43			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
150	DS3 Loop - ADDITIONAL (Cesar/LEX)	$5.66			$2.43			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
151	DS3 Loop - ADDITIONAL (Mechanized)	$0.00			$0.00			$0.00			$0.00			$74.60		$38.19		$0.00		$0.00	
152																					
153	**DSL CAPABLE LOOPS:**																				
154	2-Wire Digital Loop ISDN/IDSL																				
155	PSD #1 - 2-Wire Digital Loop ISDN/IDSL																				
156	Initial - manual/fax - complex	$63.06		HOX32	$49.90		HOX34	$53.09		HOX33	$47.50		HOCH2	$18.55		$8.57		$15.50		$0.00	
157	Initial - cesar/lex - complex	$35.09		XOX32	$21.57		XOX34	$24.00		XOX33	$19.61		SOCH2	$18.55		$8.57		$15.50		$0.00	
158	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.55		$8.57		$15.50		$0.00	
159	Additional - manual/fax - complex	$3.69		HOX32	$3.64		HOX34	$1.94		HOX33	$0.00		HOCH2	$12.67		$5.68		$0.00		$0.00	
160	Additional - cesar/lex - complex	$3.69		XOX32	$3.64		XOX34	$1.94		XOX33	$0.00		SOCH2	$12.67		$5.68		$0.00		$0.00	
161	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.68		$0.00		$0.00	
162	2-Wire xDSL Loop																				
163	PSD #1 - 2-Wire xDSL Loop																				
164	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
165	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
166	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
167	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
168	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
169	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
170	PSD #2 - 2-Wire xDSL Loop																				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
171	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
172	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
173	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
174	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
175	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
176	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
177	PSD #3 - 2-Wire xDSL Loop																				
178	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
179	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
180	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
181	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
182	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
183	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
184	PSD #4 - 2-Wire xDSL Loop																				
185	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
186	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
187	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
188	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
189	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
190	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
191	PSD #5 - 2-Wire xDSL Loop																				
192	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
193	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
194	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
195	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
196	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
197	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
198	PSD #7 - 2-Wire xDSL Loop																				
199	Initial - manual/fax - complex	$57.53		HOX32	$48.94		HOX34	$52.25		HOX33	$47.42		HOCH2	$18.56		$8.57		$15.50		$0.00	
200	Initial - cesar/lex - complex	$29.93		XOX32	$21.03		XOX34	$24.33		XOX33	$19.58		SOCH2	$18.56		$8.57		$15.50		$0.00	
201	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$18.56		$8.57		$15.50		$0.00	
202	Additional - manual/fax - complex	$3.24		HOX32	$1.85		HOX34	$2.02		HOX33	$0.00		HOCH2	$12.67		$5.77		$0.00		$0.00	
203	Additional - cesar/lex - complex	$3.24		XOX32	$1.85		XOX34	$2.02		XOX33	$0.00		SOCH2	$12.67		$5.77		$0.00		$0.00	
204	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$12.67		$5.77		$0.00		$0.00	
205	4-Wire xDSL Loop																				
206	PSD #3 - 4-Wire xDSL Loop																				
207	Initial - manual/fax - complex	$63.06		HOX32	$49.90		HOX34	$53.09		HOX33	$47.50		HOCH2	$28.84		$10.41		$11.40		$0.00	
208	Initial - cesar/lex - complex	$35.09		XOX32	$21.57		XOX34	$24.00		XOX33	$19.61		SOCH2	$28.84		$10.41		$11.40		$0.00	
209	Initial - mechanized	$0.16		MOX32	$0.16		MOX34	$0.16		MOX33	$0.00			$28.84		$10.41		$11.40		$0.00	
210	Additional - manual/fax - complex	$3.69		HOX32	$3.64		HOX34	$1.94		HOX33	$0.00		HOCH2	$18.95		$7.43		$0.00		$0.00	
211	Additional - cesar/lex - complex	$3.69		XOX32	$3.64		XOX34	$1.94		XOX33	$0.00		SOCH2	$18.95		$7.43		$0.00		$0.00	
212	Additional - mechanized	$0.00		MOX32	$0.00		MOX34	$0.00		MOX33	$0.00			$18.95		$7.43		$0.00		$0.00	
213																					
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237	**NETWORK INTERFACE DEVICE (NID)**																				
238																					
239	NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	$46.53		HSNID	$0.00			$0.00			$0.00			$38.54		$0.00		$0.00		$0.00	
240	NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	$17.73		PSNID	$0.00			$0.00			$0.00			$38.54		$0.00		$0.00		$0.00	
241	NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16			$0.00			$0.00			$0.00			$38.54		$0.00		$0.00		$0.00	
242	NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX -	$46.53		HCNID	$0.00			$0.00			$0.00			$60.32		$0.00		$0.00		$0.00	
243	SIMPLE/COMPLEX)																				
244	NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX -	$17.73		PCNID	$0.00			$0.00			$0.00			$60.32		$0.00		$0.00		$0.00	
245	(SIMPLE/COMPLEX))																				
246	NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	$0.16			$0.00			$0.00			$0.00			$60.32		$0.00		$0.00		$0.00	
247	NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX -	$0.00		HCNID	$0.00			$0.00			$0.00			$15.01		$0.00		$0.00		$0.00	
248	SIMPLE/COMPLEX)																				
249	NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX -	$0.00		PCNID	$0.00			$0.00			$0.00			$15.01		$0.00		$0.00		$0.00	
250	(SIMPLE/COMPLEX))																				
251	NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	$0.00			$0.00			$0.00			$0.00			$15.01		$0.00		$0.00		$0.00	
252																					
253	SIGNALING AND DATABASE CAPABILITIES																				
254	SS7 LINK-INITIAL (CESAR/LEX - COMPLEX)	$35.09			$21.57			$24.00			$19.61			$164.68		$54.21		$0.00		$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
2																					
3																					
4																					
5		**Service Order**												**Channel Connection**							
6		Connect		USOC	Disconnect		USOC	Change		USOC	Record		USOC	Connect		Disconnect		Change		Record	
255	STP PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96			$20.03			$20.03			$11.33			$123.34		$43.73		$0.00		$0.00	
256																					

APPENDIX
RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION

1. INTRODUCTION

1.1 The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.

1.2 Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

1.3 The Parties agree that, after the Effective Date, either Party may provide the other with written notice of its desire to negotiate successor rates, terms and conditions for the Reciprocal Compensation Amendment and that, upon receipt by the other Party of such notice, the Parties shall engage in good-faith negotiations for successor rates, terms and conditions. If neither Party provides written notice of its desire to start such negotiations, such negotiations shall begin March 1, 2007

1.4 If the Parties have not reached agreement on successor rates, terms and conditions by April 1, 2007, then (i) the Parties shall jointly submit a letter to the Commission's Executive Director and Telecommunications Division Director (also served on the service list for this proceeding) stating that they are resolving disputed issues via the Dispute Resolution clause of this Agreement and no Commission involvement is needed, or (ii) SBC CALIFORNIA shall file an application for arbitration in accordance with the requirements of the Final Arbitrator's Report in Application 05-05-027 on Issues NIM 4, 8, 12 and Reciprocal Compensation 2, 4, 5, 6, 8, 9 and 16[1]. Nothing in this Appendix Network is intended to be construed or interpreted as requiring the Parties to continue to operate under the Reciprocal Compensation Amendment after July 1, 2007.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between MCIm and AT&T CALIFORNIA will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic or Transit Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the

[1] 1 **Recip Comp 2**: MCIm: Do the words "originates and terminates within the same local calling area" depend upon the rating point of the originating and terminating NPA/ NXX? AT&T: Is compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic limited to traffic that originates and terminates within the same ILEC local calling area? **Recip Comp 4**: What is the appropriate form of inter-carrier compensation for FX and FX-like traffic, including ISP FX traffic? **Recip Comp 5**: Should AT&T's (segregating and tracking FX traffic) language be included in the Agreement? **Recip Comp 6**: MCIm: Given that AT&T CA's proposal for Recip Comp., Sec. 2.11 does not carefully define categories of traffic that the parties will exchange with each other and how such traffic should be compensated, should AT&T CALIFORNIA's additional terms and conditions for internet traffic set forth in section 2.11 et seq. be included in this Agreement? AT&T: (a) What is the appropriate treatment and compensation of ISP Traffic exchanged between the Parties outside of the local calling scope?(b) What types of traffic should be excluded from the definition and scope of Section 251(b)(5) Traffic? **Recip Comp 8**: What percent of the traffic should MCIm be permitted to charge at the tandem interconnection rate? **Recip Comp 9:** MCIm: Should SBC CA's proposed true-up mechanism for ISP traffic be included in the agreement? SBC (a) Should the rates be subject to a true-up upon the conclusion of state proceedings to rebut the 3:1 presumption? (b) Should the date for retroactive true-up of any disputes relating to the rebuttable presumption be set as the date such disputing Party first thought to rebut the presumption at the Commission? **Recip Comp 16**: MCIm: Should the contract presume the outcome of any order from the FCC affecting compensation for ISP traffic? SBC: Is it appropriate to include a specific change in law provision to address the FCC's NPRM on inter-carrier compensation?

originating carrier's facilities or a carrier providing telecommunications services utilizing wholesale Local Switching, to the extent that MCIm's End Users are served by such wholesale Local Switching purchased from AT&T CALIFORNIA; they do not apply to traffic originated over facilities provided under local Resale arrangements.

2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIm may assess AT&T CALIFORNIA for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T CALIFORNIA may assess MCIm for the transport and termination of Local Traffic.

2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. "Section 251(b)(5) Traffic" shall be as defined in the Reciprocal Compensation Amendment.

2.3.1 In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall be as defined in the Reciprocal Compensation Amendment.

2.3.2 AT&T CALIFORNIA has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order and such traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 4.8 of this Appendix.

2.4 When traffic is either originated by or terminated to an End User served by a Telecommunications Carrier utilizing wholesale Local Switching, to the extent that MCIm's End Users are served by such wholesale Local Switching purchased from AT&T CALIFORNIA the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.

2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.

2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.

2.7 For purposes of this Appendix, FX Traffic shall be defined as traffic for which the dialed NPX/NXX is rated in a different mandatory local calling area than the actual location of the End User.

2.8 Foreign Exchange (FX) Traffic (ISP-bound and non-ISP bound) shall be compensated in accordance with the terms of the Reciprocal Compensation Amendment.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Intentionally Omitted.

2.13 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.14 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3. RESPONSIBILITIES OF THE PARTIES

3.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the respective parties involved.

3.2 For all traffic exchange pursuant to this Agreement including, without limitation, Switched Access Traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

3.3 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.

3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.5 Loss of Data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4. COMPENSATION

4.1 Intentionally Omitted.

4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate

4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the rebuttable presumption stated below.

4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.

4.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic.

4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.3 of this Appendix.

4.2.5 Applicability of Rates:

4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth below. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.

4.2.5.2 Tandem Serving Rate Elements:

4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only

4.2.5.2.2 Tandem Transport – (also known as Common Transport) compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

4.2.5.2.3 MCIm shall assume an average 15 miles of transport when accessing this element.

4.2.5.2.4 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.

4.2.5.3 End Office Serving Rate Elements:

4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.

4.3 Intentionally Omitted.

4.4 Tandem Interconnection Rate Application

4.4.1 For MCIm traffic that terminates to AT&T CALIFORNIA, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T CALIFORNIA traffic that terminates to MCIm, the tandem interconnection rate shall apply only when MCIm's switch is serving a specific LATA that has been determined to have the same or greater geographic scope as a similarly-situated AT&T Tandem Switch serving the same LATA. Where MCIm has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T CALIFORNIA's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), MCIm shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 4.2.5.3 above.

4.4.2 For purposes of this Section 4.4, a switch actually serves a geographic area comparable to the area served by AT&T CALIFORNIA's tandem when:

(i) a CLEC deploys a switch to serve [this] area;

(ii) a CLEC has obtained NPA and NXXs to serve the exchanges within this area; and

(iii) a CLEC can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

4.4.3 If a CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

4.4.4 Based on the specific architecture of the MCIm network and the geographic area served by the MCIm network, the Parties agree that MCIm's switch meets the criteria set forth in 4.4.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from an

MCIm end user that terminates to an AT&T CALIFORNIA end users in accordance with the terms of the Reciprocal Compensation Amendment.

4.4.4.1 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 4.2.5.2 above.

4.4.5 Should disputes arise regarding whether a CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an AT&T CALIFORNIA tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if a CLEC demonstrates that its switch is actually serving a geographic area comparable to the AT&T CALIFORNIA's tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

4.5 Intentionally Omitted.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

4.8 Intentionally Omitted.

4.9 ISP-bound Traffic Rebuttable Presumption

4.9.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCIm and AT&T CALIFORNIA agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCIm and AT&T CALIFORNIA exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, MCIm and AT&T CALIFORNIA will remain obligated to pay the reciprocal compensation rates set forth in Section 4.2.5 for Section 251(b)(5) Traffic and the rates set forth in Section 4.2.2 for ISP-Bound Traffic.

4.10 Calculation of the 3:1 Ratio

4.10.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. For such Billable Traffic exchanged between the Parties which do not exceed a 3:1 terminating to originating ratio as set forth in Section 4.8 above, such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other Party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4.2.5 for Section 251(b)(5) Traffic. For such Billable Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 4.8 above, such traffic shall be defined as "Out-of-Balance" traffic. The Party whose traffic is "Out-of-Balance" will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing; and (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth in Appendix Pricing.

4.11 Intercarrier Compensation for Wholesale Local Switching Traffic

4.11.1 When MCIm terminates traffic originated by an End User of a third party carrier served via AT&T CALIFORNIA's wholesale Local Switching, MCIm agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that AT&T CALIFORNIA shall still

be obligated to provide MCIm with all call records necessary to bill such calls as described herein and in Appendix Recording. AT&T CALIFORNIA shall assist MCIm in good faith where possible in identifying the originating carrier.

4.11.2 For Intra-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between AT&T CALIFORNIA and MCIm when MCIm purchases wholesale local switching from AT&T CALIFORNIA on a wholesale basis such traffic is not subject to terminating compensation.

4.11.3 For Inter-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between AT&T CALIFORNIA and MCIm when MCIm purchases wholesale local switching from AT&T CALIFORNIA on a wholesale basis such traffic is subject to the end office switching rate element set forth in Appendix Pricing and as specified in Section 4.2.5.3.3 for Section 251 (b)(5) Traffic, excluding ISP Bound Traffic and ISP Bound Traffic on a minute of use basis at the rate set forth in Appendix Pricing as specified in Section 4.2.2.

5. INTENTIONALLY OMITTED.

6. INTENTIONALLY OMITTED.

7. TRANSIT TRAFFIC COMPENSATION

7.1 The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.

8. INTENTIONALLY OMITTED.

9. COMPENSATION FOR TERMINATION OF INTRALATA TOLL TRAFFIC

9.1 For intrastate, IntraLATA toll traffic, not considered EAS traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T CALIFORNIA's tariff in whose exchange area the End User is located.

9.2 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in AT&T CALIFORNIA's tariff in whose exchange area the End User is located. Tandem switching rates apply only in those cases where a Party's tandem is used to terminate traffic.

9.3 Intentionally Omitted.

10. INTRALATA 800 TRAFFIC

10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, AT&T CALIFORNIA will not record the intraLATA 800 Traffic.

10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11. MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intentionally Omitted.

11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

11.3 The Parties will establish MPB arrangements in order to provide Switched Access Traffic via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

11.4 Billing for the Switched Access Traffic jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.

11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.

11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.

11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.9 Intentionally Omitted.

11.10 AT&T CALIFORNIA and MCIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

11.11 Intentionally Omitted.

11.12 Compensation for Special Access shall be on a meet point billing basis pursuant to the MECAB guidelines.

12. INTENTIONALLY OMITTED.

13. BILLING ARRANGEMENTS FOR COMPENSATION OF SECTION 251(b)(5) TRAFFIC

13.1 In CALIFORNIA, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.2 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T CALIFORNIA will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an AT&T CALIFORNIA non-resale offering whereby AT&T CALIFORNIA provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

13.3 For those usage based charges where actual charge information is not determinable by one of the Parties, because the jurisdiction (*i.e.*, interstate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Use (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

13.3.1 MCIm and AT&T CALIFORNIA agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

13.4 In AT&T CALIFORNIA where it has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 4.8 of this Appendix.

13.5 All ISP-Bound Traffic for a given usage month shall have the same billing cycle as Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

13.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed

Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

13.7 For lost data see section 3.5 above.

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

14.1 Since AT&T CALIFORNIA in not the primary toll carrier in AT&T CALIFORNIA, for AT&T CALIFORNIA carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15. INTENTIONALLY OMITTED.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T CALIFORNIA from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. SPECIFIC CHANGE OF LAW

17.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 2.3 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement.

18. VOICE OVER INTERNET PROTOCAL (VOIP)

18.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the contractual limitations and stake dates set forth in Appendix Invoicing shall only apply to those services expressly identified in the Invoicing Appendix and in no event shall such limits and stake dates apply to any and all Losses incurred by either Party arising out or related directly or indirectly to (i) any and all interexchange traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol that is not delivered to the terminating Party over feature group D access trunks (ii) any and all information services traffic or traffic either Party claims is Voice over Internet Protocol ("VoIP"), (iii) any and all traffic delivered to the terminating Party in which the CPN has been stripped, altered, modified, added, deleted, changed, or incorrectly assigned, and (iv) any and all third party claims, (v) claims for fraud and/or misrepresentation, and (vi) (v) any claims for indemnification related to the traffic described in subsections (i) through (v). For purposes of this Appendix Invoicing, CPN, at a minimum, shall include information that accurately reflects the physical location of the end user that originated and/or dialed the call.

APPENDIX RECORDING

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T CALIFORNIA will provide recording, message processing and message detail services for (1) IXC transported calls for UNE and facility-base provider as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCIm's end user customer use of resale or Lawful UNE.

2. DEFINITIONS

2.1 **"Exchange Message Interface (EMI) Category 110XXX"** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing"** - the aggregation of recorded end user customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company"** - the company that bills for charges incurred.

2.4 **"Billable Message"** - a message record containing details of a completed call which is used for billing.

2.5 **"Centralized Message Distribution System (CMDS)"** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T CALIFORNIA and the Billing Company.

2.6 **"Data Transmission"** - the forwarding by AT&T CALIFORNIA of message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 Intentionally Omitted.

2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier (IXC) Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 Intentionally Omitted.

2.11 **"Message Processing"** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 Intentionally Omitted

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T CALIFORNIA's internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Recording Company"** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.17 **"800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)"** - a summary record which contains information concerning the quantity and types of queries launched to an AT&T CALIFORNIA SCP.

3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

3.1 AT&T CALIFORNIA will record all IXC transported messages for MCIm carried over all Feature Group Switched Access Services that are available to AT&T CALIFORNIA provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T CALIFORNIA-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T CALIFORNIA.

3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T CALIFORNIA and provided to MCIm. AT&T CALIFORNIA shall include the "From Number" of the call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. AT&T CALIFORNIA will provide access usage data within a timely manner and within the MECAB guidelines, but no later then ten (10) business days.

3.3 Recorded billable message detail and access usage detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.

3.4 AT&T CALIFORNIA will provide message detail to MCIm in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

3.5 For AT&T CALIFORNIA, in Exhibit II, MCIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. For CALIFORNIA, if MCIm opens a new OCN, MCIm will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. AT&T CALIFORNIA reserves the right to limit the frequency of transmission to existing AT&T CALIFORNIA processing and work schedules, holidays, etc. For AT&T CALIFORNIA, data transmissions are performed on a daily basis, Monday – Friday.

3.6 AT&T CALIFORNIA will determine the number data files required to provide the access usage detail to MCIm.

3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIm may request that data, which has previously been successfully provided to MCIm by AT&T CALIFORNIA, be re-provided by AT&T CALIFORNIA, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of AT&T CALIFORNIA will only be made available to MCIm on an individual case basis at a cost determined by AT&T CALIFORNIA.

3.8 Intentionally Omitted.

3.9 AT&T CALIFORNIA will record the applicable detail necessary to generate access usage records and forward them to MCIm for its use in billing access to the IXC.

3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of

corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMI standards.

3.11 When either Party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

3.12 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

3.13 Intentionally Omitted.

3.14 Intentionally Omitted.

3.15 Intentionally Omitted.

3.16 Intentionally Omitted.

3.17 AT&T CALIFORNIA as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for EMI Category 110XXX ordered/required by MCIm in accordance with this agreement on a reciprocal, no-charge basis. MCIm agrees to provide any and all EMI Category 110XXX required by AT&T CALIFORNIA on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

3.18 When MCIm is the Recording Company, MCIm agrees to provide its recorded billable messages detail and access usage detail data to AT&T CALIFORNIA under the same terms and conditions of this Appendix.

4. DAILY USAGE FILE ("DUF") / CUSTOMER USAGE DATA

4.1 AT&T CALIFORNIA will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). AT&T CALIFORNIA will provide MCIm with all originating and terminating call records for all UNE-P on end user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T CALIFORNIA in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of AT&T CALIFORNIA within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by AT&T CALIFORNIA in connection with Resale Services and Network Elements provided by AT&T CALIFORNIA, (iii) with sufficient detail to enable MCIm to bill AT&T CALIFORNIA the appropriate access charges for the termination of AT&T CALIFORNIA end user toll traffic to MCIm's UNE-P end user customer. DUF records shall be based on

call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T CALIFORNIA will be included in implementation requirements documentation.

4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to AT&T CALIFORNIA, no less than sixty (60) calendar days prior to the desired first transmission date for each file.

4.3 Call detail for AT&T CALIFORNIA-carried calls that are alternately billed to MCIm end user customers lines provided by AT&T CALIFORNIA through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.

4.4 AT&T CALIFORNIA shall bill MCIm for Usage Extract furnished by AT&T CALIFORNIA in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as “Electronic Bill Information” in Appendix Pricing. Pricing for UNE DUF Exchange is listed as “Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.

4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to AT&T CALIFORNIA for billing, which would otherwise be processed by AT&T CALIFORNIA for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when AT&T CALIFORNIA records the message.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

4.8 When AT&T CALIFORNIA is notified that, due to error or omission, incomplete data has been provided to MCIm, AT&T CALIFORNIA will make reasonable efforts to locate and/or recover the data and provide it to MCIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIm. If written notification is not received within sixty (60) calendar days, AT&T CALIFORNIA shall have no further obligation to recover the data and shall have no further liability to MCIm.

4.8.1 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of AT&T CALIFORNIA having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T CALIFORNIA will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

4.9 Intentionally Omitted.

4.10 Intentionally Omitted.

4.11 Intentionally Omitted.

4.12 Intentionally Omitted.

4.13 AT&T CALIFORNIA shall provide call records to support usage sensitive vertical features if these features are part of AT&T CALIFORNIA’s resale or Lawful unbundled switching offerings in accordance to OBF guidelines.

4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.

4.15 A pack shall conform to industry guidelines EMI standards.

The attached Exhibits show the service options that are offered under this Agreement for IXC transported calls.

EXHIBIT I
SERVICES

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND EMI CATEGORY 110XXX

Option 1: This option has been withdrawn.

Option 2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from MCIm's End Office. The Recording Company creates EMI Category 110XXX for this traffic and forwards those records to MCIm.

Option 3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from MCIm's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL EMI CATEGORY 110XXX

Option 4: MCIm Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

Option 5: MCIm Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCIm.

Option 6: This option has been withdrawn.

Option 7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option 8: Recording Company performs SSP function for MCIm's End Office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates EMI Category 110XXX and forwards EMI Category 110XXX records to MCIm.

Option 9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for MCIm. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCIm.

TERMINATING RECORDINGS - IXC TRANSPORTED EMI CATEGORY 110XXX

Option 11: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all switched access terminating usage recordings. Recording Company creates terminating EMI Category 110XXX for this data and forwards it to MCIm.

Option 12: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 13: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 14: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

Option 15: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCIm.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or EMI Category 110XXX to MCIm generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. MCIm forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T CALIFORNIA's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective: January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive billable messages daily.)

Form SW-1733-III-B

EMI CATEGORY 1101XX INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive EMI Category 110XXX daily.)

APPENDIX RESALE

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1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.1 This Appendix describes several services that AT&T CALIFORNIA shall make available to MCIm for resale pursuant to this Agreement. All services or offerings of AT&T CALIFORNIA, which are to be offered for resale pursuant to the Act, are subject to the terms herein. AT&T CALIFORNIA shall make Telecommunications Services that AT&T CALIFORNIA provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations or restrictions.

1.1.1 The Parties acknowledge that MCIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIm's telecommunications services.

1.2 At the request of MCIm, and pursuant to the requirements of the Act, AT&T CALIFORNIA will make available to MCIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T CALIFORNIA currently provides or may offer hereafter. AT&T CALIFORNIA shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T CALIFORNIA for resale, and the service functions and support functions provided by AT&T CALIFORNIA to MCIm pursuant to this Appendix are collectively referred to as "Resale Service."

1.3 MCIm may resell, to other Telecommunications carriers, services purchased under this Appendix.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end-user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration.

2.2 Prior to submitting an order under this Appendix, MCIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. AT&T CALIFORNIA shall abide by the same applicable laws and regulations.

2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.

2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent. Further, when an end user customer abandons its premises, AT&T CALIFORNIA is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities. AT&T CALIFORNIA shall notify MCIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.

2.5 AT&T CALIFORNIA shall provide line loss notification to MCIm's as required by the Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process.

2.6 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCIm or its authorized agent.

2.7 AT&T CALIFORNIA shall not be responsible for the manner in which MCIm bills its customers. All applicable rates and charges for services provided to MCIm under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect. MCIm shall not be responsible for payment of charges for any retail services furnished and billed by AT&T CALIFORNIA directly to end user customers.

3. PRICING

3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCIm shall pay AT&T CALIFORNIA for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCIm, including initial non-recurring charges.

3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing.

3.3 Intentionally Omitted.

4. RESALE RESTRICTIONS

4.1 To the extent consistent with applicable federal and state rules and regulations, MCIm may resell local services to provide Telecommunications Services. AT&T CALIFORNIA will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T CALIFORNIA has identified in AT&T CALIFORNIA's retail tariffs as grandfathered or grandfathers in the future may only be resold to the same End User at the existing End User's location to which AT&T CALIFORNIA provides the service, either at retail or through resale.

4.2 AT&T CALIFORNIA shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. AT&T CALIFORNIA retail promotions of ninety (90) days or less are not available to MCIm for resale.

4.3 MCIm shall only resell services to the same category of subscriber to whom AT&T CALIFORNIA offers such services (for example, residential service shall not be resold to business subscribers).

4.4 Intentionally Omitted

4.5 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T CALIFORNIA federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay AT&T CALIFORNIA for services for resale will apply to each local exchange line furnished to MCIm under this Appendix for resale. AT&T CALIFORNIA will not charge MCIm any federal, state or local taxes that MCIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act other than this Agreement.

4.7 To the extent allowable by law, MCIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIm for resale. MCIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.

4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

4.9 AT&T CALIFORNIA shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIm shall resell the services provided herein only in

those service areas in which such resale services are offered to End Users at retail by AT&T CALIFORNIA as the incumbent local exchange carrier.

4.10 AT&T CALIFORNIA services are not available at wholesale rates to MCIm for its own use or for the use of any of MCIm's affiliates and/or subsidiaries or the use of MCIm's parent or any affiliate and/or subsidiary of MCIm's parent company, if any.

4.11 Unless permitted by tariff, MCIm shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.

4.12 To the extent AT&T CALIFORNIA makes available to its End Users, any volume or term discounts, AT&T CALIFORNIA shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

4.13 If MCIm is in violation of any provision of this Appendix Resale, AT&T CALIFORNIA will notify MCIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIm will have thirty (30) calendar days to correct the violation and notify AT&T CALIFORNIA in writing that the violation has been corrected. Should MCIm dispute the stated violation, MCIm must notify AT&T CALIFORNIA in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T CALIFORNIA and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

5. ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS

5.1 AT&T CALIFORNIA retail contracts, including without limitation contracts for grandfathered and/or sunsetted services may not be assumed.

6. DIALING AND SERVICE PARITY, NUMBER RETENTION

6.1 Unless technically infeasible, for resold service AT&T CALIFORNIA shall ensure that all MCIm End Users experience the same dialing parity as comparable AT&T CALIFORNIA End Users, such that, for all call types: (i) an MCIm End User is not required to dial any greater number of digits than a comparable AT&T CALIFORNIA End User; (ii) the MCIm End User may retain its local telephone number provided the customer remains within the same wire center; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm End User is at least equal in quality to that experienced by a comparable AT&T CALIFORNIA End User.

6.2 For resold services, AT&T CALIFORNIA shall ensure that all MCIm End Users experience the same service levels as comparable AT&T CALIFORNIA End Users.

7. CHANGES IN RETAIL SERVICE

7.1 AT&T CALIFORNIA will notify MCIm at least forty-five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any services or promotions or the discontinuance of current services, in accordance with state commission guidelines.

7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8. REQUIREMENTS FOR SPECIFIC SERVICES

8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCIm may only offer it to customers that are eligible to receive CENTREX from AT&T CALIFORNIA. MCIm shall only sell Plexar ™, Centrex

and Centrex-like services to a single End User or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding AT&T CALIFORNIA retail tariff(s). Grandfathered services are available per appropriate state specific tariff to MCIm for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T CALIFORNIA provides the service, either at retail or through resale.

8.2 MCIm may purchase the entire set of PLEXAR families of services at Parity with what AT&T CALIFORNIA provides to its retail End Users. The PLEXAR families of services provided for resale will meet the following requirements:

8.2.1 Intentionally Omitted

8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIm for resale.

8.2.3 MCIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.

8.2.4 MCIm may be required to pay a charge, for the cost of suppressing the need for MCIm customers to dial “9" when placing calls outside the PLEXAR families of services.

8.2.5 AT&T CALIFORNIA will furnish PLEXAR Custom services to MCIm for resale subject to this section of this Resale Appendix. AT&T CALFORNIA’s’ provision of PLEXAR Custom will be as specified in this paragraph. AT&T CALIFORNIA will offer MCIm the same price AT&T CALIFORNIA provides to its Customers less costs that will be avoided.

8.2.6 Intentionally Omitted.

8.2.7 Intentionally Omitted.

8.3 MCIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIm resells services that require certification on the part of the end user customer, MCIm shall ensure that the end user customer has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the AT&T CALIFORNIA tariffs.

8.3.1 Intentionally Omitted.

8.3.2 Telephone Assistance Programs

8.3.2.1 AT&T CAFORNIA LifeLine and Link-Up services are not available for resale.

8.4 Intercept and Transfer Services. AT&T CALIFORNIA shall provide intercept and transfer services to MCIm for MCIm end user customers on the same basis as such services are available to comparable AT&T CALIFORNIA end user customers.

8.5 E911/911 Services. AT&T CALIFORNIA shall provide to MCIm, for MCIm end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (“PSAP”) at parity with that provided to AT&T CALIFORNIA’s end user customers. AT&T CALIFORNIA shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCIm customer service information in the ALI/DMS used to support 911 services. AT&T CALIFORNIA shall provide MCIm end user customer information to the PSAP. When requested by AT&T CALIFORNIA, MCIm shall provide AT&T CALIFORNIA with accurate and complete information regarding MCIm’s End User(s) in a format and time frame prescribed by AT&T CALIFORNIA for purposes of E911 administration.

8.5.1 Should any MCIm End User assert any Claim that relates to access to 911, the limitations of liability and indemnities set forth below shall govern all Claims that may be asserted against any

Party to this Agreement relating to access to 911, whether such assertion is made by the other Party or any Third Party.

8.5.1.1 MCIm agrees to release, indemnify, defend and hold harmless AT&T CALIFORNIA from any and all Loss arising out of AT&T CALIFORNIA providing MCIm access to the 911 System hereunder or out of MCIm's End Users' use of the 911 System, whether suffered, made, instituted or asserted by MCIm, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by MCIm, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T CALIFORNIA.

8.5.1.2 MCIm also agrees to release, indemnify, defend and hold harmless AT&T CALIFORNIA from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T CALIFORNIA.

8.5.1.3 AT&T CALIFORNIA's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 8.5.1.3. AT&T CALIFORNIA shall not be liable to MCIm, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T CALIFORNIA has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

8.5.1.4 MCIm's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 8.5.1.4. In the event MCIm provides E911 Service to AT&T CALIFORNIA, MCIm shall not be liable to AT&T CALIFORNIA, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after MCIm has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T CALIFORNIA until service is restored.

8.6 MCIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to applicable State Commission Rules.

8.7 Intentionally Omitted.

8.8 Intentionally Omitted.

8.9 Inside Wire Maintenance Service. Where offered by AT&T CALIFORNIA and upon mutual agreement of the parties,the parties may enter into a separate agreement for the purchase of AT&T CALIFORNIA inside wire maintenance service for use with MCIm customers.

8.10 Suspension of Service

8.10.1 MCIm may offer to resell end user customer Initiated Suspension and Restoral Service to its end user customers if and to the extent offered by AT&T CALIFORNIA to its retail end users.

8.10.2 MCIm may also provide AT&T CALIFORNIA Initiated Suspension service for its own purposes, where available. Service specifics may be obtained in state specific CLEC Handbooks.

8.10.2.1 MCIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

8.10.2.2 Should MCIm suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, MCIm shall be charged and shall be responsible all appropriate monthly services charges for the end users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.

8.10.3 Should MCIm restore its end user, restoral charges will apply and MCIm will be billed for the appropriate service from the time of suspension.

8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIm's option, MCIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

8.12 Intentionally Omitted

8.13 Intentionally Omitted

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

9.2 AT&T CALIFORNIA shall make customized routing of OS/DA traffic available to MCIm upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.

9.3 Intentionally Omitted.

9.4 Branding

9.4.1 Except where otherwise required by law, MCIm shall not, without AT&T CALIFORNIA' prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T CALIFORNIA or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with AT&T CALIFORNIA in the provision of Telecommunications Services to MCIm's end user customers.

9.4.2 AT&T CALIFORNIA will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

9.4.2.1 MCIm will provide AT&T CALIFORNIA recorded announcements and written specifications to be used to brand MCIm's OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionaire..

9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.

9.4.2.3 Where AT&T CALIFORNIA provides MCIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.

9.4.2.4 Charges for branding are set forth in Appendix Pricing.

9.4.2.5 Until MCIm's resold OS/DA traffic is customized routed off of the AT&T CALIFORNIA OS/DA platform, AT&T CALIFORNIA will continue to provide OS/DA branding on AT&T CALIFORNIA own platform using the service provided ID solution currently in effect.

9.5 Intentionally Omitted.

9.6 Directory Assistance (DA) Listings

9.6.1 AT&T CALIFORNIA will include the MCIm end user customer listing in its Directory Assistance database as part of the service order process. AT&T CALIFORNIA will honor MCIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIm requested in the AT&T CALIFORNIA database which is used to perform Directory Assistance functions. AT&T CALIFORNIA shall permit MCIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T CALIFORNIA charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T CALIFORNIA will provide Directory Assistance service to MCIm that equals the Directory Assistance Service AT&T CALIFORNIA provides to itself and its own end user customers.

9.6.2 Intentionally Omitted.

9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.

9.8 OS/DA calls which, at MCIm's option, are routed to AT&T CALIFORNIA, will meet or exceed the Performance Measurements which AT&T CALIFORNIA provides to itself and its own end user customers. AT&T CALIFORNIA will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.

9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification and Busy Line Interrupt are found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.

9.11 Access to the Line Information Database. MCIm's service order shall update and maintain MCIm end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for AT&T CALIFORNIA' end user customers.

9.12 Telephone Line Number Calling Cards. AT&T CALIFORNIA's assigned telephone line calling card account ceases to exist once MCIm becomes the account owner in LIDB. MCIm may choose to enable a MCIm calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCIm shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the MCIm calling card. AT&T CALIFORNIA will provide billing usage data via the established mechanisms.

9.13 Intentionally Omitted

9.14 Call Blocking. Upon MCIm's request, AT&T CALIFORNIA will provide blocking on a line by line basis of an MCIm end user customer's access to any or all of the following call types for which blocking is offered by AT&T CALIFORNIA, which may include: 700, 900, 976, bill to third and collect, and such other call types for which AT&T CALIFORNIA provides blocking to comparable end user customers. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to end user customers. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. MCIm acknowledges all such limitations and accepts all responsibility MCIm acknowledges all such limitations and accepts all responsibility for any charges for calls for which blocking is not available or calls which bypass the blocking systems. If MCIm fails to accept liability for calls that may bypass blocking systems, MCIm agrees to provide its end user customer information to AT&T CALIFORNIA so that AT&T CALIFORNIA may bill MCIm's end user customer for the services they benefited from and the charges the end user customers rightfully owe.

9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10. SERVICE FUNCTIONS

AT&T CALIFORNIA shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T CALIFORNIA shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

10.1 Work Order Processes. AT&T CALIFORNIA shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.

10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.

10.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.

10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.

10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.

10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.

10.6 Maintenance. Maintenance will be provided by AT&T CALIFORNIA in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement

10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T CALIFORNIA may not initiate any disconnect, suspension or termination of an MCIm customer's resale services unless directed to do so by MCIm by transmission of a service order or AT&T CALIFORNIA's receipt of proper authorization to change such customer's primary local

exchange carrier to a carrier other than MCIm. AT&T CALIFORNIA will provide MCIm with an electronic notice of customers who change their local carrier.

10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.

10.9 "As Is" Transfers of End User Customer Accounts. AT&T CALIFORNIA shall allow MCIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

11. WHITE PAGES DIRECTORIES

11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

12. CALL TRACE

12.1 MCIm end user's activation of Call Trace shall be handled by the AT&T CALIFORNIA Call Trace Center (CTC). AT&T CALIFORNIA shall notify MCIm of requests by its end user customers to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCIm's end user customers (whether that end user is the victim or the suspect) will be coordinated through MCIm.

12.2 MCIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCIm's responsibility to provide additional information necessary for any police investigation. MCIm will indemnify AT&T CALIFORNIA against any claims that insufficient information led to inadequate prosecution.

13. MUTUAL RESPONSIBILITIES OF THE PARTIES

13.1 AT&T CALIFORNIA will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCIm, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to AT&T CALIFORNIA's Local Service Center (LSC). AT&T CALIFORNIA's LSC will respond to MCIm's calls with the same level of service which AT&T CALIFORNIA provides to its local exchange end users customers.

13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:00 p.m. Monday through Friday (except holidays).

13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:00 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:00 p.m.) ordering and provisioning coordination.

13.4 AT&T CALIFORNIA will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.

13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.

13.6 All misdirected calls from either Party's end user customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the end user customers become identifiable, such end users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.

13.7 Where technically feasible, AT&T CALIFORNIA's LSC will provide coordination support for all designed and/or complex Resale services provided to MCIm. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.

13.8 Simple and Complex Service Orders: If AT&T CALIFORNIA on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.

13.9 Intentionally Omitted

13.10 AT&T CALIFORNIA will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T CALIFORNIA provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.

13.11 When ordering a Resale service via a service order, MCIm may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. AT&T CALIFORNIA will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

13.12 Unless otherwise directed, when MCIm orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).

13.13 AT&T CALIFORNIA will provide standard provisioning intervals for all Resale services at parity with what it provides its retail end users, its affiliates and CLECs other than MCIm.

14. PROVISIONING REQUIREMENTS

14.1 Where available, AT&T CALIFORNIA will perform pre-testing and will provide electronically all test and turn up results in support of Complex Resale services ordered.

14.2 When an AT&T CALIFORNIA employee visits the premises of an MCIm end user customer, AT&T CALIFORNIA's employee must inform the end user customer that he or she is acting on behalf of MCIm. Materials left at the end user customer premises (e.g., a door hanger notifying the end user customer of the service visit) must also inform the end user customer that AT&T CALIFORNIA was acting on behalf of MCIm.

14.3 AT&T CALIFORNIA's technicians will direct MCIm's end user customers to contact MCIm if MCIm's end user customer requests a change in service at the time of installation.

14.4 AT&T CALIFORNIA will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIm's approval prior to commencing construction under an order for such service.

15. ORDER DUE DATE

15.1 When a MCIm submits an LSR, MCIm will specify a desired Due Date (DDD) and AT&T CALIFORNIA will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.

15.2 If expedited service is requested, MCIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. AT&T CALIFORNIA will not complete the order prior to the DD or later than the DD unless authorized by MCIm.

15.3 MCIm will follow the escalation process documented on AT&T CALIFORNIA's web sites (AT&T CALIFORNIA's web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual

orders, subject ultimately to the dispute resolution provisions of this Agreement. AT&T CALIFORNIA will notify MCIm of any modifications to these contacts one (1) week in advance of such modifications.

16. MAINTENANCE REQUIREMENTS

16.1 AT&T CALIFORNIA will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.

16.2 AT&T CALIFORNIA will provide maintenance for all Resale services on a nondiscriminatory basis.

17. INTENTIONALLY OMITTED

18. INTERCOMPANY COMMUNICATIONS

18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by AT&T CALIFORNIA's Network Management Service Center ("NMSC"), and will utilize MCIm's Network Management Center ("NMC") or other identified contacts listed in the Profile (for AT&T CALIFORNIA the document used is the "AT&T CALIFORNIA 13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCIm's end user customer. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's End user Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCIm's end user customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19. EMERGENCY RESTORATION

19.1 AT&T CALIFORNIA's NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCIm reports trouble to the LOC, the LOC will notify MCIm of:

19.1.1 establishment of AT&T CALIFORNIA's LOC as the single point of contact to provide MCIm with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and

19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

20. INTENTIONALLY OMITTED

21. INTENTIONALLY OMITTED

22. ESCALATION PROCEDURES

22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCIm's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For AT&T CALIFORNIA, MCIm acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

23. PREMISES VISIT PROCEDURES

23.1 AT&T CALIFORNIA's Maintenance of Service Charges, when applicable, will be billed by AT&T CALIFORNIA to the MCIm, and not to MCIm's end user customers.

23.1.1 Dispatch of AT&T CALIFORNIA's technicians to MCIm's end user customer premises shall be accomplished pursuant to a request received from MCIm. Additional dispatching of AT&T CALIFORNIA' technicians may occur when AT&T CALIFORNIA detects network trouble during routine maintenance.

23.1.2 Intentionally Omitted

23.1.3 If a trouble cannot be cleared without access to MCIm's end user customer's premises and the end user customer is not at home, the technician will leave a non-branded "no access" card requesting that the end user customer call MCIm for rescheduling of repair.

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

24.1 AT&T CALIFORNIA will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCIm in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

25. REPAIR SERVICE RESPONSE

25.1 AT&T CALIFORNIA's technicians will provide repair service on a nondiscriminatory basis.

APPENDIX RIGHTS OF WAY (ROW), CONDUITS & POLE ATTACHMENTS

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RIGHTS OF WAY (ROW), CONDUITS & POLE ATTACHMENTS

1. INTRODUCTION

This Appendix sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

2. DEFINITIONS

2.1 A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

2.2 A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more innerducts. An innerduct is a separate tube or enclosure within a conduit.

2.3 A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

2.4 Pole Attachments Act is 47 U.S.C. Section 224.

3. GENERAL REQUIREMENTS

3.1 AT&T CALIFORNIA shall make ROW, conduit and pole attachments available to MCIm through agreements and prices consistent with the Pole Attachments Act, applicable regulations of the Commission, any other applicable laws, and this Appendix ROW.

3.2 AT&T CALIFORNIA shall provide MCIm with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, pole attachments and entrance facilities that AT&T CALIFORNIA owns or controls.

3.3 Upon request, AT&T CALIFORNIA shall provide MCIm reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to cable vault, conduit, equipment rooms and telephone closets) that are owned or controlled by AT&T CALIFORNIA, provided the security of AT&T CALIFORNIA's facilities is maintained at all times. For some locations, MCIm personnel must be escorted, and the parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

3.4 AT&T CALIFORNIA may not favor itself in granting access to a ROW, conduit or pole attachment. AT&T CALIFORNIA shall not deny a request from MCIm for access to a ROW, conduit or pole attachment on the basis that such space is reserved for AT&T CALIFORNIA's future business needs, except as provided in Sections 3.5 and 3.6.

3.5 AT&T CALIFORNIA may reserve capacity for projects for which plans are in place for actual utilization or construction to begin within 9 months after the date of MCIm's request. If substantial construction activity is not commenced within such 9 month period, AT&T CALIFORNIA must grant access to MCIm, unless the delay is demonstrably attributable to severely inclement weather or the delay of a governmental agency in issuing a needed construction or similar permit. In the event of such delay, AT&T CALIFORNIA shall have an additional period of 9 months to complete construction.

3.6 The duties of AT&T CALIFORNIA described in Sections 3.5 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c) of the Act.

3.7 AT&T CALIFORNIA may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes for the

benefit of all users of the conduit. No party shall use the maintenance innerduct (or the maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

3.8 In cases where AT&T CALIFORNIA reasonably believes that there is insufficient capacity to grant a request from MCIm for access to a ROW, conduit or pole attachment, AT&T CALIFORNIA must take all reasonable steps to accommodate MCIm's request and explore potential accommodations in good faith with MCIm.

3.9 In the event of an emergency affecting ROW, conduit or pole attachments made available by AT&T CALIFORNIA to MCIm, AT&T CALIFORNIA shall follow the mutually agreed upon Emergency Restoration Procedures attached hereto as Exhibit A.

3.10 Upon request of MCIm, AT&T CALIFORNIA shall provide to MCIm the names and numbers of the regional Single Points of Contact (SPOC) for administering all structure licensing and ROW agreements within each defined geographical area.

3.11 To obtain access to poles, ducts, conduits and rights-of-way as described below, MCIm must execute a separate Structure License Agreement with AT&T CALIFORNIA with terms and conditions consistent with this Appendix.

4. REQUESTS FOR SPACE

4.1 Upon being presented with a MCIm's written request for access to AT&T CALIFORNIA's conduits or poles, AT&T CALIFORNIA will accept or reject MCIm's request in writing as soon as possible, but within forty-five (45) days. AT&T CALIFORNIA shall include in such responses a list of the rearrangements or changes required to accommodate MCIm's facilities and an estimate of the time required and the cost to perform MCIm portion of such rearrangements or changes for the benefit of MCIm.

4.2 If AT&T CALIFORNIA denies an application by MCIm for conduit or pole space, its denial must be specific and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

5.1 At MCIm's request, AT&T CALIFORNIA shall provide MCI with detailed engineering records and drawings of conduit, poles and other ROW paths in selected areas as specified by MCIm within a reasonable time frame. AT&T CALIFORNIA shall allow personnel designated by MCIm to examine conduit system or pole line diagrams at AT&T CALIFORNIA's offices, provided that, for security reasons, a signed non-disclosure agreement is maintained and MCIm representative is limited to a specific area within the AT&T CALIFORNIA office or AT&T CALIFORNIA will make copies of such prints for MCIm at MCIm's expense, or a mutually agreed upon third party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

6.1 MCIm may submit a written request for information to AT&T CALIFORNIA before submitting a request for conduit or pole space in a specified location.

6.2 AT&T CALIFORNIA shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of MCIm's written request for a records based answer and twenty (20) business days of MCIm's request for a field based answer. In the event MCIm's written request seeks information about the availability of more than five (5) miles of conduit or more than 500 poles, AT&T CALIFORNIA shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if AT&T CALIFORNIA is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for AT&T CALIFORNIA's response, AT&T CALIFORNIA will hire outside contractors at MCIm's expense, not to exceed AT&T

CALIFORNIA's customary charge for the same work, provided that before proceeding with such outside hiring, AT&T CALIFORNIA shall provide to MCIm the contractor's work order and hourly rate.

6.3 MCIm shall have the option to be present at the field based survey and AT&T CALIFORNIA shall provide MCIm at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, AT&T CALIFORNIA shall allow MCIm personnel, accompanied by a AT&T CALIFORNIA escort, to enter manholes and view pole structures.

7. MAKE READY WORK

7.1 AT&T CALIFORNIA shall complete the "make ready work" required on poles or within conduit to enable MCIm to install its facilities. . This work shall be accomplished by AT&T CALIFORNIA at a reasonable cost within thirty (30) business days, except that if AT&T CALIFORNIA requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at MCIm's expense to do the work. In that event, AT&T CALIFORNIA and MCIm shall confer and agree which party shall hire the contractors. If MCIm hires the contractors, they must meet AT&T CALIFORNIA's reasonable standards. If AT&T CALIFORNIA hires the contractors, before proceeding with the work, AT&T CALIFORNIA shall provide to MCIm the contractor's work order and hourly rate, which shall not exceed AT&T CALIFORNIA's customary charge for the same work.

8. POLE ATTACHMENTS

8.1 Pole attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.

8.2 AT&T CALIFORNIA shall not attach, or permit other entities to attach, facilities on existing MCIm facilities without MCIm's prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.

8.3 MCIm may, at its option, make pole attachments using MCIm or MCIm-designated personnel. MCIm shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional, reasonable industry standards provided to MCIm by AT&T CALIFORNIA.

9. CONDUITS

9.1 To the extent that space is available as reasonably determined by AT&T CALIFORNIA, AT&T CALIFORNIA shall provide MCIm space in manholes for racking and storage of cable and other materials as requested by MCIm on a nondiscriminatory, first-come, first-served basis.

9.2 AT&T CALIFORNIA shall remove any retired cable from its conduit at MCIm's expense within a reasonable period of time if necessary to make conduit space available for MCIm. In the event the retired cable belongs to any entity other than AT&T CALIFORNIA, AT&T CALIFORNIA will remove the cable at AT&T CALIFORNIA expense.

9.3 Upon prior notice to AT&T CALIFORNIA, MCIm may conduct maintenance procedures in conduit space leased from AT&T CALIFORNIA. AT&T CALIFORNIA may dispatch a AT&T CALIFORNIA technician at MCIm's expense to oversee MCIm's work.

9.4 Subject to accepted industry safety and engineering standards, AT&T CALIFORNIA shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems.

9.5 Subject to accepted industry safety and engineering standards, AT&T CALIFORNIA will permit manhole interconnections and breaking out of AT&T CALIFORNIA manholes (core boring) for the benefit of

MCIm. AT&T CALIFORNIA may not limit new duct entrances to pre-cast knockouts. For other than pre-cast knockouts, MCIm must obtain certification of a professional structural engineer ensuring that modifications will not adversely impact the structural integrity of the manhole.

10. INNERDUCTS

10.1 AT&T CALIFORNIA will permit MCIm, on a first-come, first-served basis, to license the use of innerducts in ducts in which AT&T CALIFORNIA already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by MCIm becomes defective, MCIm may use the spare maintenance innerduct as long as MCIm repairs the defective innerduct for use as a new maintenance spare as soon as possible.

10.2 Where spare innerduct does not exist, AT&T CALIFORNIA shall allow MCIm to install innerduct in a spare AT&T CALIFORNIA conduit at MCIm's expense, provided that MCIm complies with applicable law and AT&T CALIFORNIA's construction standards. AT&T CALIFORNIA will reimburse MCIm for the portion of the innerduct installation not utilized by MCIm.

11. ACCESS TO PRIVATE EASEMENTS

11.1 AT&T CALIFORNIA shall not block any third party assignment of ROW to MCIm.

11.2 To the extent space is available, AT&T CALIFORNIA shall provide access to ROWs it has obtained from a third party to MCIm on a nondiscriminatory, first-come, first-served basis, provided that any underlying agreement with such third party permits AT&T CALIFORNIA to provide such access, and provided that MCIm agrees to indemnify AT&T CALIFORNIA for any liability arising out of such access or use.

11.3 AT&T CALIFORNIA may not charge MCIm for access to ROW obtained from third parties if such costs are already included in the base costs of ROW used to compute the annual ROW fee charged to MCIm. If such costs are not included in the base costs (e.g. costs incurred in obtaining exclusive easements for CEV's or huts), AT&T CALIFORNIA's charge shall be a pro rata portion of (a) the charge paid by AT&T CALIFORNIA to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by AT&T CALIFORNIA in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by MCIm and (ii) the number of users of AT&T CALIFORNIA's easement. MCIm shall also pay the reasonable documented administrative cost incurred by AT&T CALIFORNIA in processing such requests for access.

12. DISPUTE RESOLUTION

If the parties are unable to agree on a matter involving access by MCIm to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by AT&T CALIFORNIA, either party may submit the matter to the dispute resolution process set forth in the General Terms and Conditions Appendix of this Agreement or may invoke applicable dispute resolution procedures described in applicable regulations of the Commission and under the Pole Attachments Act.

13. MODIFICATIONS OF EXISTING SUPPORT STRUCTURES

13.1 AT&T CALIFORNIA must provide written notice to MCIm of any modification to support structures where MCIm has facilities at least sixty (60) days prior to the commencement of the modification. MCIm, at MCIm's option, may participate with AT&T CALIFORNIA and any other entity in adding facilities within such modified structure. The costs of such support structure capacity expansions shall be shared only by all the parties attaching to the utility support structures which are specifically benefiting from the modifications on a proportionate basis corresponding to the share of usable space occupied by each benefiting entity.

14. REARRANGEMENT OR REPLACEMENT OF ATTACHMENT

MCIm shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity, including AT&T CALIFORNIA.

EXHIBIT A
EMERGENCY RESTORAL PROCEDURES

1. General

In the event of an emergency, restoration procedures may be affected by the presence of MCIm facilities in or on AT&T CALIFORNIA structures. While AT&T CALIFORNIA maintains no responsibility for the repair of damaged MCIm facilities except under a special maintenance contract and except due to AT&T CALIFORNIA's negligence, it must nonetheless control access to MCIm structures if restoral of affected facilities is to be achieved in an orderly fashion.

2. Prioritizing

Where AT&T CALIFORNIA and MCIm are involved in emergency restorals, access to AT&T CALIFORNIA's structures will be controlled by AT&T CALIFORNIA's Maintenance District Manager or his/her on-site representative according to the following guidelines:

2.1 Service Disruptions/Outages

2.1.1 While exercising its right to first access, AT&T CALIFORNIA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.1.2 Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right). Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

2.2 Service Affecting

2.2.1 While exercising its right to first access, AT&T CALIFORNIA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.2.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.2.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. Point of Contact

When an emergency situation arises which necessitates MCIm access to a manhole after AT&T CALIFORNIA's normal business hours, MCIm should call AT&T CALIFORNIA's Interconnection Service Center (ISC). All calls during normal business hours must be directed to the appropriate AT&T CALIFORNIA Single Point of Contact (SPOC). For after-hours calls, AT&T CALIFORNIA's ISC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ISC will return MCIm's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

APPENDIX
SYSTEM SIGNALING 7 (SS7)

APPENDIX SYSTEM SIGNALING (SS7)

1. Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR 317 and GR 394, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

2. Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

APPENDIX LAWFUL UNEs

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APPENDIX LAWFUL UNEs

0. DEFINITIONS. The following definitions are applicable to this Attachment.

0.1 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.2 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.3 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.4 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.

0.5 The term "Relevant Transition Period" means the period established by Applicable Law or this Attachment for MCIm to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T CALIFORNIA is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1. INTRODUCTION

1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T CALIFORNIA agrees to furnish MCIm with access to Lawful unbundled Network Elements. At MCIm's request, AT&T CALIFORNIA shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T CALIFORNIA shall provide such Lawful unbundled Network Elements in a manner that allows MCIm to combine such elements in order to provide a Telecommunications Service.

1.1.1 Lawful UNEs and Declassification. Anything to the contrary in this Appendix UNE notwithstanding, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.

1.1.2 UNEs required by this Agreement shall be limited to those lrequired by the Telecommunications Act and such implementing decisions and regulations as at the time may be in effect.

1.1.3 Intentionally Omitted.

1.1.4 Intentionally Omitted.

1.2 Intentionally Omitted.

1.3 MCIm may request new, undefined Lawful unbundled Network Elements in accordance with the Bona Fide Request Process.

1.4 The prices at which AT&T CALIFORNIA agrees to provide MCIm with Lawful unbundled Network Elements are contained in the applicable Appendix Pricing.

1.5 "Lawful," "Lawful Unbundled Network Element" or "Lawful UNE" when used in relation to unbundled Network Elements, means those unbundled Network described in this Agreement and required by Applicable Law.

2. GENERAL TERMS AND CONDITIONS

2.1 SBC CALIFORNIA and MCIm agree that MCIm may connect its facilities or facilities provided to MCIm by third-parties with AT&T CALIFORNIA's network at any point designated by MCIm, provided such point is technically feasible, for access to Lawful unbundled Network Elements for the provision by MCIm of a Telecommunications Service.

2.2 AT&T CALIFORNIA will provide MCIm nondiscriminatory access to Lawful unbundled Network Elements:

2.2.1 at any technically feasible point;

2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

2.2.3 in a manner that allows MCIm to provide a Telecommunications Service that may be offered by means of that Lawful unbundled Network Element;

2.2.4 in a manner that allows access to all features, functions and capabilities of a requested Lawful unbundled Network Element to be provided separately from access to other elements, and for a separate charge;

2.2.5 with technical information about AT&T CALIFORNIA's network facilities sufficient to allow MCIm to achieve access to Lawful unbundled Network Elements consistent with the requirements of this Appendix;

2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a Telecommunications Service in a manner it intends;

2.2.7 in a manner that allows MCIm purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;

2.2.8 where applicable, terms and conditions of access to Lawful unbundled Network Elements shall be no less favorable than terms and conditions under which AT&T CALIFORNIA provides such elements to itself;

2.2.9 Intentionally Omitted.

2.2.10 At MCIm's request, AT&T CALIFORNIA shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. AT&T CALIFORNIA may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination. AT&T CALIFORNIA may not require MCIm to combine Network Elements. AT&T CALIFORNIA shall not separate MCIm requested Network Elements that are already combined unless requested by MCIm.

2.3 MCIm may use a Network Element or a combination of Network Elements (including, without limitation, all network elements referred to as a Lawful UNE under this Agreement) for the provision of any Telecommunications Services; provided, however, that MCIm may not use a Network Element or combination (including, without limitation, all network elements referred to as a Lawful UNE under this Agreement) to provide exclusively mobile wireless telecommunications service or interexchange service (i.e., telecommunications service between stations in different exchange areas).

2.4 When MCIm is purchasing an Lawful unbundled Network Element, AT&T CALIFORNIA will permit MCIm exclusive use of that facility for a period of time, and when MCIm is purchasing access to a

feature, function, or capability of a facility, AT&T CALIFORNIA will provide use of that feature, function, or capability for a period of time.

2.5 AT&T CALIFORNIA will maintain, repair, or replace Lawful unbundled Network Elements as provided for in this Agreement.

2.6 Where technically feasible, the quality of the Lawful unbundled Network Element and access to such Lawful unbundled Network Element shall be at least equal to what AT&T CALIFORNIA provides itself or any subsidiary, affiliate, or other Party.

2.7 Each Party shall be solely responsible for the services it provides.

2.8 Lawful unbundled Network Elements provided to MCIm under the provisions of this Appendix shall remain the property of AT&T CALIFORNIA.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Performance of Lawful UNEs

2.11.1 Each Lawful unbundled Network Element will be provided in accordance with industry standards, if applicable.

2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.

2.11.3 AT&T CALIFORNIA may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCIm orders for unbundled Network Elements from, and AT&T CALIFORNIA's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T CALIFORNIA places on itself for orders from its End Users.

2.12 AT&T CALIFORNIA shall offer each Lawful unbundled Network Element individually or in combination as set forth in this Appendix Unbundled Network Element. AT&T CALIFORNIA may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any unbundled Network Element or Lawful unbundled Network Element combination. AT&T CALIFORNIA shall not separate unbundled Network Elements that are already combined on AT&T CALIFORNIA's network unless requested by MCIm.

2.13 For each Lawful unbundled Network Element, AT&T CALIFORNIA shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where AT&T CALIFORNIA provides contiguous Lawful unbundled Network Elements to MCIm, AT&T CALIFORNIA will provide the existing interconnections and no demarcation point shall exist between such contiguous Lawful unbundled Network Elements.

2.14 MCIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services; provided, however, that AT&T CALIFORNIA fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.15 Intentionally Omitted.

3. INTENTIONALLY OMITTED

4. ACCESS TO LAWFUL UNE CONNECTION METHODS

4.1 This Section describes the optional connection methods under which AT&T CALIFORNIA agrees to provide MCIm with access on an Lawful unbundled basis to loops, and dedicated transport and the conditions under which AT&T CALIFORNIA makes these methods available. These methods provide MCIm access to multiple AT&T CALIFORNIA Lawful unbundled Network Elements which MCIm may then combine. The methods listed below provide MCIm with access to Lawful unbundled Network Elements without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.1.1 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine Lawful unbundled Local Loops, and Lawful unbundled Dedicated Transport within a requested AT&T CALIFORNIA Central Office.

4.1.1.1 (Method 1)

4.1.1.1.1 AT&T CALIFORNIA will extend AT&T CALIFORNIA Lawful unbundled Network Elements requiring cross connection to MCIm's Physical or Virtual Collocation Point of Termination (POT) when MCIm is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

4.1.1.2.1 AT&T CALIFORNIA will extend AT&T CALIFORNIA Lawful unbundled Network Elements that require cross connection to MCIm's Lawful unbundled Network Element frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 AT&T CALIFORNIA will extend AT&T CALIFORNIA Lawful unbundled Network Elements to MCIm's Lawful unbundled Network Element frame that is located outside the AT&T CALIFORNIA Central Office where the Lawful unbundled Network Elements are to be combined in a closure such as a cabinet provided by AT&T CALIFORNIA on AT&T CALIFORNIA property.

4.2 The following terms and conditions apply to all methods when AT&T CALIFORNIA provides access to Combinations:

4.2.1 Within ten (10) business days of receipt of a written request for access to Lawful unbundled Network Elements involving three (3) or fewer Central Offices, AT&T CALIFORNIA will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to Lawful unbundled Network Elements.

4.2.2 Access to Lawful unbundled Network Elements via Method 1 is only available to Physically Collocated CLECs. Access to Lawful unbundled Network Elements via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AT&T CALIFORNIA Central Office space and equipment.

4.2.3 The CLEC may cancel the request at any time, but will pay AT&T CALIFORNIA's reasonable and demonstrable costs for modifying AT&T CALIFORNIA's Central Office up to the date of cancellation.

4.2.4 MCIm may elect to access AT&T CALIFORNIA's Lawful unbundled Network Elements through Physical Collocation arrangements or through any other method permitted by this Agreement.

4.2.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.

4.2.6 MCIm shall refer trouble it has sectionalized in the AT&T CALIFORNIA Lawful unbundled Network Element to AT&T CALIFORNIA.

4.2.7 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful unbundled Network Elements.

4.2.8 All tools, procedures, and equipment used by MCIm to connect to AT&T CALIFORNIA's network shall comply with technical standards set out in AT&T Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

4.2.9 MCIm shall designate each Lawful unbundled Network Element being ordered from AT&T CALIFORNIA. MCIm shall provide an interface to receive assignment information from AT&T CALIFORNIA regarding location of the Lawful unbundled Network Elements. This interface may be manual or mechanized.

4.2.10 AT&T CALIFORNIA will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T CALIFORNIA shall be referred to such contact numbers.

4.2.11 The use of cellular telephones or two-way pagers is not permitted in AT&T CALIFORNIA equipment areas.

5. INTENTIONALLY OMITTED

6. CONVERSION OF WHOLESALE SERVICES TO LAWFUL UNES

6.1 Upon MCIm's request, AT&T CALIFORNIA shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE so long as MCIm 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.)

6.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. 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.

6.3 AT&T CALIFORNIA shall perform any conversion from a wholesale service or group of wholesale services to a Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.

6.4 Except as otherwise agreed to by the Parties, AT&T CALIFORNIA shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements.

6.4.1 Subject to the limitations set forth herein, 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. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

6.5 Intentionally Omitted.

6.6 Intentionally Omitted.

6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7 and Section 22 below.

7. COMMINGLING

7.1 Subject to the provisions of this Agreement (including Section 22 (Enhanced Extended Loops) of this Appendix), AT&T CALIFORNIA shall permit MCIm to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from AT&T CALIFORNIA.

7.2 Definitions

7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that MCIm has obtained at wholesale from AT&T CALIFORNIA, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.

7.3 Commingling Requirements

7.3.1 Upon MCIm's request, AT&T CALIFORNIA shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCIm has obtained at wholesale from AT&T CALIFORNIA except that AT&T CALIFORNIA 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 CALIFORNIA's network. Subject to the terms and conditions of the Agreement and this Attachment, MCIm may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T CALIFORNIA, and AT&T CALIFORNIA 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 CALIFORNIA.

7.3.2 For the Commingled Arrangements listed in this Section 7.3.2, and any Commingled Arrangements voluntarily made available by AT&T CALIFORNIA 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 CALIFORNIA except where the Commingled Arrangement includes a special access service that is not being provided to any customer in CALIFORNIA. Where AT&T CALIFORNIA in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any MCIm 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 CALIFORNIA will make such Commingled Arrangement available in CALIFORNIA under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in CALIFORNIA. The types of Commingled Arrangements which AT&T CALIFORNIA is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T CALIFORNIA 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. While not a commingling arrangement, 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.

7.3.2.1 To the extent that AT&T CALIFORNIA requires MCIm to submit orders for the commingling arrangements included in 7.3.2. (i) through (xii) manually, the mechanized service order charge shall be applicable.

7.3.3 For any commingling arrangement MCIm desires that is not included in Section 7.3.2 of this Attachment, or subsequently established by AT&T CALIFORNIA, MCIm shall request any such desired commingling arrangement and AT&T CALIFORNIA respond pursuant to the Bona Fide Request Process (BFR) as outlined in Appendix BFR. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement

available AT&T CALIFORNIA will work with MCIm to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

7.4 AT&T CALIFORNIA shall only charge MCIm 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 the Agreement applicable to the Section 251 UNE(s), facilities or services that MCIm has obtained at wholesale from AT&T CALIFORNIA. 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.

7.5 Ratcheting When MCIm purchases Commingled Arrangements from AT&T CALIFORNIA, AT&T CALIFORNIA shall charge MCIm element-by-element and service-by-service rates. AT&T CALIFORNIA 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.

7.6 Tariffs

7.6.1 See FCC Tariff No. 2, Section 5.2.1.

7.7 Commingling in its entirety (including its definition, the ability of MCIm to Commingle, AT&T CALIFORNIA'S obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T CALIFORNIA offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

7.8 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T CALIFORNIA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

7.11 Intentionally Omitted.

7.12 Intentionally Omitted.

8. NETWORK INTERFACE DEVICE

8.1 The Lawful unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to AT&T CALIFORNIA's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, AT&T CALIFORNIA offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCIm's access to the NID is offered as specified below.

8.2 AT&T CALIFORNIA shall permit MCIm to connect MCIm's loop facilities to on-premises wiring of an end user customer through AT&T CALIFORNIA's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by AT&T CALIFORNIA (based on end user customer size and environmental considerations), MCIm may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

8.3.1.3 Request AT&T CALIFORNIA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T CALIFORNIA will work with MCIm to develop specific procedures to establish the most effective means of implementing this Section.

8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, MCIm will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T CALIFORNIA's NID where necessary.

8.3.1.6 AT&T CALIFORNIA, at the request of MCIm who has constructed its own NID at a premises and needs only to make contact with AT&T CALIFORNIA's NID, will disconnect the customer's wiring from AT&T CALIFORNIA's NID and reconnect it to MCIm's NID at no extra charge for this reconnection.

8.3.1.7 If MCIm requests any additional type of access to the NID not specifically referenced above, MCIm and AT&T CALIFORNIA will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

8.4 Technical Requirements

8.4.1 The Lawful UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T CALIFORNIA's facilities, for the distribution media and/or cross connect to MCIm's Lawful UNE NID, and shall maintain a connection to ground.

8.4.2 The Lawful UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's Lawful UNE NID, consistent with the Lawful UNE NID's function at the Effective Date of this Agreement.

8.4.3 Where an AT&T CALIFORNIA Lawful UNE NID exists, it is provided in its "as is" condition. MCIm may request AT&T CALIFORNIA do additional work to the Lawful UNE NID in accordance with other provisions herein.

8.4.4 The AT&T CALIFORNIA Lawful UNE NIDs that MCIm uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T CALIFORNIA to serve its end user customers.

8.4.5 Upon request, AT&T CALIFORNIA will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the Lawful UNE NID. In such cases, a Lawful UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the Lawful UNE NID location information provided to MCIm prior to the dispatch request was inaccurate. AT&T

CALIFORNIA shall apply Time and Material charges for Premises Visits at parity with what AT&T CALIFORNIA charges its retail end users customers.

8.4.6 MCIm shall not attach to or disconnect AT&T CALIFORNIA's ground. MCIm shall not cut or disconnect AT&T CALIFORNIA's loop from the Lawful UNE NID and/or its protector. MCIm shall not cut any other leads in the Lawful UNE NID.

9. LAWFUL UNE LOCAL LOOP

9.1 Definitions:

9.1.1 "Local Loop" means a transmission facility between a distribution frame (or its equivalent) in AT&T CALIFORNIA's Central Office and the loop demarcation point (marking the end of AT&T CALIFORNIA's control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T CALIFORNIA. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term "Local Loop" includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier ("IDLC").

9.1.2 A "Hybrid Loop" is a Lawful UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1.3 A "Fiber-to-the-Home Loop" is a Lawful UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.

9.1.3.1 A "Fiber-to-the-Curb Loop" is a Lawful UNE Local Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.

9.1.4 A "DS1 Loop", 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 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.

9.1.5 A 2-Wire Lawful UNE analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

9.1.6 A 4-Wire Lawful UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Lawful UNE analog Loop provides separate transmit and receive paths.

9.1.7 A 2-Wire 160 Kbps Lawful UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

9.1.8 A 4-Wire 1.544 Mbps Lawful UNE digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

9.1.9 The DS3 Lawful UNE loop provides a digital, 45 Mbps transmission facility from AT&T CALIFORNIA's Central Office to the End User premises.

9.1.10 Lawful UNE xDSL-Capable Loop: See Appendix xDSL.

9.2 Lawful UNE Copper Loops. AT&T CALIFORNIA shall provide to MCIm, upon MCIm's request, Lawful UNE copper Loops on an unbundled basis**,** if available**.** A Lawful UNE Copper Loop is a stand-alone Lawful UNE Local Loop comprised entirely of copper wire or cable. Lawful UNE Copper Loops include two-wire and four-wire Lawful UNE analog voice-grade copper loops, Lawful UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the Lawful UNE copper Loops are in service, or held as spares, or newly deployed. Lawful UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

9.2.1 Retirement of Lawful UNE Copper Loops. Prior to retiring any Lawful UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, AT&T CALIFORNIA shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law

9.3 DS1 Loops. Subject to the cap set forth in Section 9.3.1, AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.8, once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required from AT&T CALIFORNIA in that Wire Center, except as otherwise set forth in this Appendix.

9.3.1 Cap on unbundled DS1 Loop circuits. MCIm may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

9.3.2 Intentionally Omitted.

9.4 DS3 Loops. Subject to the cap described in Section 9.4.1, AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.8, once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T CALIFORNIA in that Wire Center, except as otherwise set forth in this Appendix. DS3 Loops are digital local Loops having a total digital signal speed of 44.736 megabytes per second.

9.4.1 Cap on unbundled DS3 Loops. MCIm may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

9.4.2 Intentionally Omitted

9.5 Non-Impaired Wire Center Criteria and Related Processes.

9.5.1 AT&T CALIFORNIA has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.2 and 0.3 have been met. AT&T CALIFORNIA's designations shall be treated as controlling (even if MCIm believes the list is inaccurate) for purposes of transition and ordering unless MCIm provides a self-certification as outlined below. Until MCIm provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, MCIm will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the

Relevant Transition Period. If MCIm does not provide a self-certification, MCIm will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T CALIFORNIA's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and MCIm will transition any affected Dark Fiber Transport arrangements affected by AT&TCALIFORNIA's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T CALIFORNIA will update CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 9.5 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 9.5.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1, 0.2 or 0.3, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, MCIm shall perform a reasonably diligent inquiry to determine that, to the best of MCIm's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1, 0.2 or 0.3 of this Amendment. If, based on its reasonably diligent inquiry, MCIm disputes the AT&T CALIFORNIA wire center non-impairment designation, MCIm will provide a self-certification to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, MCIm shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T CALIFORNIA as creating a presumption that a Wire Center is not impaired. MCIm can send a letter to AT&T CALIFORNIA claiming Self Certification or MCIm may elect to self-certify using a written or electronic notification sent to AT&T CALIFORNIA. In the event that the MCIm issues a self-certification to AT&T CALIFORNIA where AT&T CALIFORNIA has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, MCIM can continue to submit and AT&T CALIFORNIA must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided MCIm 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 9.5. If MCIm makes such a self-certification, and MCIm is otherwise entitled to the ordered element under the Agreement, AT&T CALIFORNIA shall provision the requested facilities in accordance with MCIm's order and within AT&T CALIFORNIA's standard ordering interval applicable to such facilities. If AT&T CALIFORNIA in error rejects MCIm orders, where MCIm has provided self certification in accordance with this Section 9.5, AT&T CALIFORNIA will modify its systems to accept such orders within 5 business hours of MCIm notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T CALIFORNIA shall provide MCIm, as soon as practicable, the information and supporting documentation on which AT&T CALIFORNIA based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T CALIFORNIA used to calculate the number of AT&T CALIFORNIA business access lines, (b) the data AT&T CALIFORNIA used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

9.5.1.1 The parties recognize that wire centers that AT&T CALIFORNIA 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 CALIFORNIA 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 CALIFORNIA may add the wire center to its list of designated wire centers and the Parties will use the following process:

9.5.1.1.1 AT&T CALIFORNIA may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.

9.5.1.1.2 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 CALIFORNIA will provide notification to MCIm via Accessible Letter and by a posting on CLEC Online.

9.5.1.1.3 AT&T CALIFORNIA will continue to accept MCIm orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring MCIm self-certification for 30 calendar days after the date the Accessible Letter is issued.

9.5.1.1.4 In the event MCIm CLEC disagrees with AT&T CALIFORNIA's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 9.5.1.1.5 below MCIm has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T CALIFORNIA.

9.5.1.1.5 If MCIm does not use the self-certification process described in Section 9.5 to self-certify against AT&T CALIFORNIA's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required.MCIm may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

9.5.1.1.6 If MCIm does provide self-certification to dispute AT&T CALIFORNIA's designation determination AT&T CALIFORNIA may dispute MCIm's self-certification as described in Sections 9.5.1.3 and 9.5.1.4 and AT&T CALIFORNIA will accept and provision the applicable loop and transport orders for MCIm providing the self certification during a dispute resolution process.

9.5.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

9.5.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T CALIFORNIA shall provide MCIm, as soon as practicable, the information and supporting documentation on which AT&T CALIFORNIA based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T CALIFORNIA used to calculate the number of AT&T CALIFORNIA business access lines, (b) the data AT&T CALIFORNIA used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

9.5.1.2 If the Commission has previously determined, in any proceeding, even if MCIm was not a party to that proceeding where appropriate notice has been provided to MCIm and where MCIm has the opportunity to participate, that a wire center is properly designated

as a wire center meeting the thresholds set forth in Sections 0.1, 0.2 or 0.3, then MCIm 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.

9.5.1.3 AT&T CALIFORNIA may dispute the self-certification and associated MCIm orders for facilities pursuant to the following procedures: AT&T CALIFORNIA shall notify MCIm of its intent to dispute MCIm's self-certification within 30 days of MCIm's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T CALIFORNIA will file and serve on MCIm the dispute for resolution with the Commission within 60 days of MCIm's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T CALIFORNIA 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 CALIFORNIA may file that information under seal. AT&T CALIFORNIA shall offer to enter into a protective agreement under which AT&T CALIFORNIA would provide such confidential information to MCIm. AT&T CALIFORNIA shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T CALIFORNIA will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the 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). In the event the MCIm withdraws its self-certification after the dispute has been filed with the Commission, AT&T CALIFORNIA and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T CALIFORNIA'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 MCIm's self certification for a given wire center shall be deemed a waiver by AT&T CALIFORNIA of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T CALIFORNIA shall promptly notify CLECs via Accessible Letter of any time where AT&T CALIFORNIA has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T CALIFORNIA 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 9.5.1.1. During the pendency of any dispute resolution proceeding, AT&T CALIFORNIA shall continue to provide the High-Capacity Loop or Transport facility in question to MCIm at the rates in the Pricing Appendix to the Agreement. If the MCIm withdraws its self-certification, or if the Commission determines through arbitration or otherwise that MCIm 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 MCIm for the affected loop or transport shall be subject to true-up as follows:

9.5.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Sections 9.8 and 15.6 of this Attachment, MCIm will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate MCIm 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 CALIFORNIA after March 11, 2005, thirty days after AT&T CALIFORNIA's notice of non-impairment. The transitional rate as set forth in Sections 9.8.1 and 15.6.1of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Sections 9.8 and 15.6 of this Attachment, whichever is earlier. For all other affected loop/transport elements, MCIm 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 CALIFORNIA ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Sections 9.8 and 15.6 of this Attachment.

9.5.1.4 In the event of a dispute following MCIm's self-certification, upon request by the Commission or MCIm, AT&T CALIFORNIA 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 CALIFORNIA intends to rely, which will include the detailed business line information for the AT&T CALIFORNIA wire center or centers that are the subject of the dispute.

9.5.2 The provisions of Sections 9.8 and 15.6 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Sections 9.8 and 15.6, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to MCIm's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T CALIFORNIA 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.

9.5.3 AT&T CALIFORNIA will process MCIm orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T CALIFORNIA will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the MCIm; however, MCIm is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

9.5.4 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.

9.5.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless MCIm has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Sections 9.8 and 15.6 above, and if MCIm and AT&T CALIFORNIA have failed to reach agreement under Sections 9.8.2.3 or 15.6.2.3, whichever is applicable, as to a substitute service arrangement or element, then AT&T CALIFORNIA 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.

9.5.6 On a quarterly basis, AT&T CALIFORNIA shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T CALIFORNIA will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T CALIFORNIA shall provide MCIm, as soon as practicable, the information and supporting documentation on which AT&T CALIFORNIA based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T CALIFORNIA used to calculate the number of AT&T CALIFORNIA business access lines, (b) the data AT&T CALIFORNIA used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

9.5.7 Intentionally Omitted.

9.5.8 When more than 60 days from the issuance of an AT&T CALIFORNIA designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), MCIm can thereafter still self-certify up to three years from the date AT&T CALIFORNIA designates a wire center as non-impaired. AT&T CALIFORNIA may dispute MCIm's self-certification as described in Section 9.5.1.3 through 9.5.1.4.1 and AT&T CALIFORNIA will accept and provision the applicable loop and transport orders for the MCIm providing the self certification during a dispute resolution process.

9.5.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T CALIFORNIA's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, MCIm may submit orders to return transitioned facilities to UNE facilities. AT&T CALIFORNIA shall perform such conversions within *ninety* (*9*0) days and will credit MCIm the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges MCIm paid AT&T CALIFORNIA for all UNEs transitioned due to AT&T CALIFORNIA's erroneous wire center classification. Such credits shall be placed on MCIm's invoice within two (2) billing cycles.

9.6 Lawful UNE Hybrid Loops. AT&T CALIFORNIA is not required to provide to MCIm unbundled access to the packet switched features, functions and capabilities of its Lawful UNE Hybrid Loops.

9.6.1 Notwithstanding Section 9.3 above, When MCIm seeks access to a Lawful UNE Hybrid Loop for the provision of broadband services, AT&T CALIFORNIA shall provide MCIm with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Lawful UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between AT&T CALIFORNIA's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the Lawful UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.

9.6.2 Notwithstanding Section 9.3, when MCIm seeks access to a Lawful UNE Hybrid Loop for the provision of narrowband services, AT&T CALIFORNIA may either:

9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire Lawful UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

9.6.2.2 Provide nondiscriminatory access to a spare home-run Lawful UNE Copper Loop serving that customer on an unbundled basis.

9.7 Fiber-to-the-Home Loops.

9.7.1 New builds. AT&T CALIFORNIA shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T CALIFORNIA deploys such a Loop to an end user customer premises that previously has not been served by any Lawful UNE Loop facility.

9.7.2 Overbuilds. AT&T CALIFORNIA shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T CALIFORNIA has deployed such a Loop parallel to, or in replacement of, an existing Lawful UNE Copper Loop facility, except that:

9.7.2.1 AT&T CALIFORNIA must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCIm nondiscriminatory access to that Lawful UNE Copper Loop on an unbundled basis, upon MCIm's request unless AT&T CALIFORNIA retires the Copper Loop..

9.7.2.2 If AT&T CALIFORNIA maintains the existing Lawful UNE Copper Loop, AT&T CALIFORNIA need not incur any expenses to ensure that the existing Lawful UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case AT&T CALIFORNIA shall restore the Lawful UNE copper Loop to serviceable condition upon MCIm's request.

9.7.2.3 If AT&T CALIFORNIA retires the Lawful UNE Copper Loop, AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.

9.8 Transition of TRO Remand Affected Unbundled High Capacity Loops. For those DS1 and DS3 loops that AT&T CALIFORNIA is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T CALIFORNIA shall continue to provide MCIm's Embedded Base of such arrangements ordered by MCIm before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, that AT&T CALIFORNIA is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T CALIFORNIA shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

9.8.1 During the transition periods defined in Section 9.8 the rates for the High-Capacity Loop Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate MCIm 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. MCIm shall be fully liable to AT&T CALIFORNIA to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

9.8.2 Where AT&T CALIFORNIA is no longer required to provide the Unbundled Loops as defined in Sections 9.3 and 9.4 of this Attachment, MCIm shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops, MCIm shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T CALIFORNIA by the end of the transition period.

9.8.2.1 AT&T CALIFORNIA will complete MCIm transition orders in accordance with the OSS guidelines in place in support of the analogous service that the MCIm is requesting the Loop arrangement be transitioned to with any disruption to the end user's service

reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T CALIFORNIA shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA and MCIm shall coordinate such conversions.

9.8.2.2 Subject to the limitations set forth herein, MCIm 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 (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which MCIm is transitioning.

9.8.2.3 If MCIm has not submitted an LSR or ASR, as applicable, to AT&T CALIFORNIA requesting conversion of the Affected DS1 and DS3 Loop Elements to another wholesale service, then on March 11, 2006, AT&T CALIFORNIA, 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 MCIm has not submitted an LSR or ASR, as applicable, to AT&T CALIFORNIA requesting that the Affected Dark Fiber Loop arrangements be disconnected and returned to AT&T CALIFORNIA, AT&T CALIFORNIA shall disconnect such arrangements that remain in place as of September 11, 2006.

9.9 Routine Network Modifications – Lawful UNE Local Loops

9.9.1 Intentionally Omitted.

9.9.2 A routine network modification is an activity that AT&T CALIFORNIA regularly undertakes for its own end user 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 CALIFORNIA ordinarily attaches to a Lawful DS1 Loop to activate such loop for its own End Users. For routine network modification for Lawful UNE Dark Fiber Loops, see section 12.11 of this Appendix. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

9.9.2.1 Intentionally Omitted.

9.9.2.2 Intentionally Omitted.

9.9.3 Routine network modifications do not include constructing new loops, installing new cable, securing permits or rights-of-way, or constructing new manholes, or conduits, or installing new terminals for MCIm, and AT&T CALIFORNIA is not obligated to perform those activities for MCIm.

9.9.4 The Parties agree that the routine network modifications for which AT&T CALIFORNIA is recovering its relevant costs via existing non-recurring and monthly recurring charges include, but are not necessarily limited to, repeaters, multiplexers and associated equipment, and the

other routine network modifications described in Section 9.9.2. If, after the effective date of this Agreement, AT&T CALIFORNIA believes that the relevant costs of a routine network modification is not recovered via existing non-recurring and monthly recurring charges, AT&T CALIFORNIA may file an application with the Commission that requests approval to impose non-recurring and/or monthly recurring charges associated with a specific routine network modification. In any such proceeding, AT&T CALIFORNIA shall bear the burden of proving that AT&T CALIFORNIA is not recovering its relevant costs for the specific routine network modification via existing non-recurring and monthly recurring charges. During the period when the Commission is considering any such application, AT&T CALIFORNIA will continue to undertake routine network modifications without delay and at no charge, subject to true-up once the Commission issues its decision as to whether AT&T CALIFORNIA should be allowed to impose additional non-recurring and/or monthly recurring charges for the specified routine network modification (This Section 9.9.4 is subject to modification based on the final Commission decision in A.05-07-024).

9.10 AT&T CALIFORNIA will provide MCIm with access to unbundled Lawful UNE Local Loops regardless of whether AT&T CALIFORNIA uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCIm. Where available, AT&T CALIFORNIA will move the requested Lawful unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) Lawful unbundled loop(s) at no additional charge. If, however, no such facilities are available, AT&T CALIFORNIA will notify MCIm of the lack of available facilities within two (2) business days.

9.10.7 If MCIm requests one or more Lawful unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T CALIFORNIA will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCIm. If, however, no spare Lawful unbundled Loop is available, AT&T CALIFORNIA will within two (2) Business Days, excluding weekends and holidays, of MCIm's request, notify MCIm of the lack of available facilities.

9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCIm pursuant to Section 9.8 not otherwise recovered through existing nonrecurring or recurring rates for Lawful unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.

9.12 When a Lawful UNE local loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and MCIm's end-user customer. Therefore, any request by MCIm for a Lawful UNE Local Loop to a high voltage area will be submitted by MCIm to AT&T CALIFORNIA via the BFR process set forth in Appendix BFR and CLEC shall be required to pay AT&T CALIFORNIA for any HVPE that is provisioned by AT&T CALIFORNIA to MCIm in connection with MCIm's Lawful UNE loop order to the high voltage area.

9.13 The Parties acknowledge and agree that AT&T CALIFORNIA shall not be obligated to provision any of the Lawful UNE loops provided for herein to cellular cites or to any other location that does not constitute an End User Customer premises.

9.14 MCIm agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

10. LAWFUL UNE SUBLOOP

10.1 Lawful UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in AT&T CALIFORNIA's outside plant, including inside wire owned or controlled by AT&T CALIFORNIA,

and the customer premises. A Lawful UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the Lawful UNE Subloop. Lawful UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.

10.1.1 A point of technically feasible access is any point in AT&T CALIFORNIA's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

10.2 Definitions pertaining to the Lawful UNE Sub-Loop:

10.2.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

10.2.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

10.2.4 Lawful UNE "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.

10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.

10.2.8 "SPOI" is defined as a Single Point of Interconnection.

10.2.9 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross-connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

10.2.10 "Term-to-NID Lawful UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

10.3 Lawful UNE Subloops.

10.3.1 AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Lawful UNE Subloops on an unbundled basis, including but not limited to:

10.3.1.1 Lawful UNE 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

10.3.1.2 Lawful UNE 4-Wire Analog Subloop provides a 4-wire loop (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

10.3.1.3 Lawful UNE 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

10.3.1.4 Lawful UNE ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.

10.3.1.5 Lawful UNE xDSL Subloop is as defined in the Post-Triennial Review xDSL Loops Appendix and will be available to MCIm in AT&T CALIFORNIA in those instances where MCIm has an approved and effective Post-Triennial Review Lawful UNE xDSL Loops Appendix as a part of this Agreement. In addition to the provisions set forth in the Post-Triennial Review Lawful UNE xDSL Loops Appendix, the Lawful UNE xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 10.3, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the Post-Triennial Review xDSL Loops Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Section 10.3, the Lawful UNE subloop provisions set forth in this Section 10.3 shall control.

10.3.2 Subloops for Multiunit Premises Access and NIDs

10.3.2.1 Subloops for access to multiunit premises wiring. AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that MCIm seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in AT&T CALIFORNIA's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by AT&T CALIFORNIA at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of AT&T CALIFORNIA's network as defined in Section 68.3 of the FCC's Rules.

10.3.2.2 AT&T CALIFORNIA will construct a SPOI only to those Multi-Unit premises where AT&T CALIFORNIA has distribution facilities to the premises and AT&T CALIFORNIA either owns controls or leases the inside wire, if any at such premises. If AT&T CALIFORNIA has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. AT&T CALIFORNIA's obligation to build a SPOI for multi-unit premises only arises when MCIm indicates that it will place an order for an Lawful unbundled subloop network element via a SPOI. This obligation is in addition to AT&T CALIFORNIA's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of AT&T CALIFORNIA under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

10.4 Lawful UNE Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to Lawful UNE Subloops

10.5.1 Access to terminals for Lawful UNE Subloops is defined to include:

10.5.1.1 any technically feasible point, near the end user customer's premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 MCIm may request access to the following Subloop segments:

FROM	TO
1. Intentionally Omitted	Intentionally Omitted
2. Intentionally Omitted	Intentionally Omitted
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. Network Interface Device	Stand Alone
7. SPOI (Single Point of Interface) [1]	Network Interface Device
8. Intentionally Omitted	Intentionally Omitted
9. Intentionally Omitted	Intentionally Omitted
10. Intentionally Omitted	Intentionally Omitted

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE subloop circuit(s).

10.7.2 Spare Lawful UNE subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

10.7.3 Provisioning intervals for Lawful UNE subloops shall be governed by MCIm's state-specific contract interval for the stand-alone, full Lawful unbundled Network Element. For example, the provisioning interval for DSL-capable Lawful UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.8 Maintenance:

10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE subloop from the AT&T CALIFORNIA switch/testing equipment will be lost.

10.8.2 Once Lawful UNE Subloop Access Arrangements have been completed and balance of payment due AT&T CALIFORNIA I is received, MCIm may place LSRs for subloops at this location. Prices at which AT&T CALIFORNIA agrees to provide MCIm with Lawful unbundled Network Elements are contained in the state specific Appendix Pricing.

10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a SAA, AT&T CALIFORNIA's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIm's cabling require replacement, AT&T CALIFORNIA will provide

[1] Provided using the BFR Process. In addition, if MCIm requests an Interconnection Point which has not been identified, MCIm will need to submit a BFR.

prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.

10.8.4 AT&T CALIFORNIA shall charge MCIm a Maintenance of Service Charge (MSC) when MCIm reports a suspected failure of a Lawful UNE and AT&T CALIFORNIA dispatches personnel to the End User Customer's premises or an AT&T CALIFORNIA Central Office and trouble was not caused by AT&T CALIFORNIA's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.

10.9 Subloop Access Arrangements:

10.9.1 Whenever MCIm wants to combine Lawful UNE subloops with other MCIm elements, MCIm will, prior to ordering Lawful UNE subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T CALIFORNIA subloop network.

10.9.2 The space available for combining, collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate a Special Construction Arrangement (SCA) by submitting a Lawful UNE Subloop Access Arrangement Application.

10.9.3 Upon receipt of a complete and correct application, AT&T CALIFORNIA will provide to MCIm within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCIm submits a request to provide a written estimate for Lawful UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

10.9.4 The assignment of Lawful UNE subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

10.9.5 Lawful UNE Subloop inquiries do not serve to reserve Lawful UNE subloop(s).

10.9.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

10.9.7 MCIm will be responsible for obtaining rights of way from owners of property where AT&T CALIFORNIA has placed the equipment necessary for the Lawful UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.

10.9.8 Prior to submitting the Lawful UNE Sub-Loop Access Arrangement Application for SCA, MCIm shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both MCIm and AT&T CALIFORNIA to successfully implement Lawful UNE subloops, should collocation, access to poles/conduits or rights of way be required.

10.9.9 Construction of the Lawful UNE Subloop Access Arrangement shall be completed within ninety (90) days of MCIm submitting to AT&T CALIFORNIA written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T CALIFORNIA will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIm disputes the estimate for an Lawful UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, AT&T CALIFORNIA will proceed with construction of the Lawful

UNE Subloop Access Arrangement upon receipt from MCIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIm upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

10.9.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with an AT&T CALIFORNIA technician. If MCIm desires test access to the Lawful UNE Subloop Access Arrangement, MCIm should place its own test point in its cable prior to cable entry into AT&T CALIFORNIA's interconnection point.

10.9.11 A non-binding MCIm forecast shall be required as a part of the request for a Lawful UNE Subloop Access Arrangement, identifying the Lawful UNE subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T CALIFORNIA to properly engineer access to each SAI and to ensure AT&T CALIFORNIA does not provide more available terminations than MCIm expects to use.

10.9.12 In order to maximize the availability of terminations for all CLECs, MCIm shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

10.9.13 Unused MCIm terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.

10.9.14 In the event MCIm elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCIm shall pay AT&T CALIFORNIA for removal of their facilities from such arrangement.

10.10 Lawful UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

10.10.1.1 MCIm cable to be terminated in an AT&T CALIFORNIA SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's Aerial cables should be aircore.

10.10.1.2 MCIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T CALIFORNIA will terminate on available binding posts in the SAI/FDI or Terminal.

10.10.1.3 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T CALIFORNIA will stub out a cable from the SAI/FDI or Terminal, which AT&T CALIFORNIA will splice to MCIm's cable at the meet point.

10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.

10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIm and AT&T CALIFORNIA are mutually agreeable, AT&T CALIFORNIA may increase capacity of the SAI/FDI by the method of it's choice, for which MCIm will be charged a portion of the expense to be determined by duly authorized MCIm and AT&T CALIFORNIA engineers for the purpose of allowing MCIm to terminate it's cable at the SAI/FDI.

10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, AT&T CALIFORNIA may choose to

increase the capacity of the terminal or, upon MCIm's request, to construct an adjacent termination facility to accommodate the MCIm facilities for which MCIm will be charged.

10.11 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

10.11.1 AT&T CALIFORNIA shall notify MCIm of pending relocation as soon as AT&T CALIFORNIA receives such notice.

10.11.2 MCIm shall notify AT&T CALIFORNIA of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

10.11.3 AT&T CALIFORNIA shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit by MCIm and AT&T CALIFORNIA engineers.

10.11.4 MCIm shall notify AT&T CALIFORNIA of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T CALIFORNIA estimate.

10.11.5 Upon acceptance of the AT&T CALIFORNIA estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify AT&T CALIFORNIA of their acceptance of estimate costs.

10.11.6 Should MCIm decide not to continue the SAA, MCIm will notify AT&T CALIFORNIA as to the date that AT&T CALIFORNIA may remove MCIm's facilities from that SAA. MCIm will pay AT&T CALIFORNIA for all costs associated with the removal of MCIm's SAA.

10.11.7 In the event that MCIm does not respond to AT&T CALIFORNIA in time to have their facilities relocated, AT&T CALIFORNIA shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not to pay this bill, MCIm's facilities will be removed from the site upon thirty (30) days notice to MCIm.

10.12 Retirement of Copper Lawful UNE SubLoops. Prior to retiring any Copper Lawful UNE SubLoop that has been replaced with a Fiber-to-the-Home Loop, AT&T CALIFORNIA shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

11. ENGINEERING CONTROLLED SPLICE (ECS)

11.1 AT&T CALIFORNIA will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T CALIFORNIA, for MCIm to gain access to Lawful UNE subloops at or near remote terminals.

11.2 The ECS shall be made available for SAAs utilizing the SCA.

11.2.1 MCIm requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AT&T CALIFORNIA will construct any Lawful UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T CALIFORNIA elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

11.2.2 MCIm shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T CALIFORNIA places more pairs at the splice.

11.2.3 AT&T CALIFORNIA will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T CALIFORNIA will construct the engineering controlled splice, the ECS maybe owned by AT&T CALIFORNIA or the MCIm (depending on the specific arrangement) at the option of AT&T CALIFORNIA.

11.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

11.2.5 AT&T CALIFORNIA may require a separate SCA for each remote terminal site.

11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

11.3 MCIm will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

11.3.1 Dedicated Facility Option (DFO)

11.3.1.1 MCIm may request AT&T CALIFORNIA splice the existing cabling between the ECS and the SAI to MCIm's SAA facility. This facility will be "dedicated" to MCIm for subsequent Lawful UNE subloop orders.

11.3.1.2 MCIm must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

11.3.1.3 MCIm will compensate AT&T CALIFORNIA for each of the dedicated subloop facilities, based on recurring Lawful UNE subloop charges for the quantity of Lawful UNE subloops dedicated to MCIm between the ECS and the SAI.

11.3.2 Cross-connected Facility Option (CFO)

11.3.2.1 MCIm may request AT&T CALIFORNIA build an ECS cross-connect junction on which to terminate MCIm's SAA facility.

11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T CALIFORNIA cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T CALIFORNIA cabling.

11.3.2.3 MCIm must designate the quantity of Lawful UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 MCIm will compensate AT&T CALIFORNIA for the charges incurred by AT&T CALIFORNIA derived from MCIm's request for the SCA.

12. LAWFUL UNE DARK FIBER

12.1 Subject to Sections 2 and 3 of this Appendix Lawful UNE, AT&T CALIFORNIA shall provide Lawful unbundled Dedicated Transport Dark Fiber.

12.2 In AT&T CALIFORNIA unbundled Lawful UNE Dedicated Transport Dark Fiber is deployed unlit optical fiber within AT&T CALIFORNIA's network.

12.2.1 Lawful UNE Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIm may only subscribe to dark fiber that is considered "spare," as defined herein. Lawful UNE Dark Fiber is deployed unlit fiber optic cable that connects two points within the AT&T CALIFORNIA's network. Lawful UNE Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

12.2.2 Intentionally Omitted.

12.2.3 Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T CALIFORNIA Dark Fiber interoffice transmission facilities dedicated to MCIm that are within AT&T CALIFORNIA's switches or wire centers within a LATA. AT&T CALIFORNIA is not obligated to provide MCIm with unbundled access to Dedicated Transport that does not connect a pair of AT&T wire centers. AT&T CALIFORNIA will offer Lawful UNE Dedicated Transport Dark Fiber to MCIm when MCIm has collocation space in each AT&T CALIFORNIA Central Office where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of AT&T CALIFORNIA's wire centers or switches and another of AT&T CALIFORNIA's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Lawful UNE Loop Dark Fiber

12.3.1 AT&T CALIFORNIA is not required to provide Loop Dark Fiber on an unbundled basis..

12.3.1.1 As to each dark fiber Loop, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T CALIFORNIA shall continue to provide access to MCIm's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIm's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCIm's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement beyond its term.

12.4 Lawful UNE Dedicated Transport Dark Fiber

12.4.1 Subject to this Section 12.4 of this Appendix Lawful UNE, AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Lawful UNE Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that AT&T CALIFORNIA need not provide MCIm with Lawful UNE Dedicated Transport of OCn levels or higher.

12.4.2 Dark fiber Transport.

12.4.2.1 AT&T CALIFORNIA shall provide MCIm with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T CALIFORNIA must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, MCIm may not order or otherwise obtain, and

MCIm will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s). Products provided by AT&T CALIFORNIA in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 12. where such fiber is Declassified. The Parties agree that activity by AT&T CALIFORNIA under this Section 12. shall not be subject to the Network Disclosure Rules.

12.4.2.2 Intentionally Omitted.

12.4.2.3 As to each dark fiber Transport, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T CALIFORNIA shall continue to provide access to MCIm's embedded base of dark fiber Transport (i.e. only dark fiber Transport ordered by MCIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIm's disconnection or other discontinuance of use of one or more of the dark fiber Transport;

(b) MCIm's transition of an dark fiber Transport to an alternative arrangement; or

(c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement beyond its term.

12.4.3 Intentionally Omitted.

12.4.4 Wire Center "Tiers" -- For purposes of this Section 12.4.4 (and Section 12 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

12.4.4.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

12.4.4.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 Intentionally Omitted.

12.5 Spare Fiber Inventory Availability and Condition

12.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare Lawful UNE Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare Lawful UNE Dedicated Transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T CALIFORNIA's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

12.6 Determining Spare Fibers:

12.6.1 AT&T CALIFORNIA will inventory spare Lawful UNE Dedicated Transport Dark Fiber. Spare Lawful UNE Dedicated Transport Dark Fiber do not include the following:

12.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers
12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers
12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers
12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers
12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers
12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers
12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers
12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers

12.6.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCIm for use under this Agreement.

12.6.1.3 AT&T CALIFORNIA growth fibers. Fibers documented as reserved by AT&T CALIFORNIA for utilization for growth within the 12 month-period following the carrier's request.

12.6.2 The appropriate AT&T CALIFORNIA engineering organization will maintain records on each fiber optic cable for which MCIm request Lawful UNE Dedicated Transport Dark Fiber.

12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber

12.7.1 MCIm may order dark fiber on a strand-by-strand basis. Should spare Lawful UNE Dedicated Transport Dark Fiber fall below 8 strands in a given location, AT&T CALIFORNIA will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

12.7.2 If MCIm wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing MCIm's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, AT&T CALIFORNIA shall provide to MCIm information regarding the location and availability. When MCIm submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

12.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T CALIFORNIA will notify MCIm and MCIm may place an Access Service Request (ASR) for the Lawful UNE Dedicated Transport Dark Fiber.

12.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to MCIm only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When MCIm submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities assigned for use by MCIm within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.

12.7.3.1 Prior to completing any order for dark fiber submitted by MCIm, AT&T CALIFORNIA shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCIm. If, in MCIm's sole discretion, such AML reading indicates that the dark fiber does not meet MCIm's usability and performance requirements, MCIm may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office Inquiry charges associated with that order.

12.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

12.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the "Lifting of Unbundling Declassification Section" of this Appendix Lawful UNE. For clarification purposes, AT&T CALIFORNIA's right of revocation of access under this section applies even when the affected Lawful UNE Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case MCIm's rights to the affected network element may be revoked as provided in this section.

12.8.1.1 AT&T CALIFORNIA may reclaim Lawful UNE Dedicated Transport Dark Fiber from MCIm upon at least twelve (12) months written notice only if:

12.8.1.2 AT&T CALIFORNIA negotiates with MCIm in good faith to address MCIm's concerns related to AT&T CALIFORNIA's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

12.8.1.3 AT&T CALIFORNIA demonstrates to the Commission that AT&T CALIFORNIA reasonably needs the Lawful UNE Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and

12.8.1.4 AT&T CALIFORNIA provides MCIm with an alternative facility with the same bandwidth MCIm was using or had committed to use prior to AT&T CALIFORNIA reclaiming the facility, provided that AT&T CALIFORNIA shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCIm or reduce the quality of MCIm's services.

12.8.2 Should MCIm not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T CALIFORNIA provided the fiber(s), AT&T CALIFORNIA may revoke MCIm's access to the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to AT&T CALIFORNIA inventory. AT&T CALIFORNIA may reclaim from MCIm the right to use Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the Lawful UNE Dedicated Transport and Loop Dark Fiber is being utilized by MCIm, upon twelve (12) months' written notice to MCIm. AT&T CALIFORNIA will provide an alternative facility for MCIm with the same bandwidth MCIm was using prior to reclaiming the facility. AT&T CALIFORNIA must also demonstrate to MCIm that the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet AT&T CALIFORNIA's bandwidth requirements within the twelve (12) months following the revocation.

12.9 Access Methods specific to Lawful UNE Dark Fiber

12.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an AT&T CALIFORNIA approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9.2 At AT&T CALIFORNIA Central Offices, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCIm access is provided pursuant to Method 1 (Section 4 of this Appendix Lawful UNE), which is the only method of access for Dark Fiber.

12.10 Installation and Maintenance for Lawful UNE Dark Fiber

12.10.1 AT&T CALIFORNIA will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

12.11 Dark Fiber Transport Declassification

12.11.1 Intentionally Omitted.

12.11.2 See Section 15.6 for transition of Dedicated Transport Dark Fiber.

12.12 Routine Network Modifications

12.12.1 AT&T CALIFORNIA shall make routine network maintenance modifications to unbundled Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCIm in accordance with routine network modification requirements, dedicated transport, and local loops as set forth in this Appendix UNE.

12.12.1.1 Intentionally Omitted.

12.12.1.2 Intentionally Omitted.

12.12.2 See 9.9.4

12.12.2.1 Intentionally Omitted.

13. TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

13.1 The Parties acknowledge that if MCIm does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCIm reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCIm is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

13.2 Transitional Provision of Embedded Base of ULS and UNE-P.

13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T CALIFORNIA shall continue to provide access to MCIm's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCIm before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement for a transitional period of time, ending upon the earlier of:

13.2.1.1 MCIm's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

13.2.1.2 MCIm's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

13.2.1.3 March 11, 2006.

13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement beyond its term.

13.2.2 AT&T CALIFORNIA's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCIm may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T CALIFORNIA may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth below, AT&T CALIFORNIA shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

13.2.3.1 Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.

13.3.1 Notwithstanding anything in Appendix UNE of the MCImetro Access Transmission Services LLC CALIFORNIA Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:

13.3.1.1 the rate at which MCIm obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or

13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.

13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

13.3.3 MCIm shall be fully liable to AT&T CALIFORNIA to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

13.4 End of Transitional Period for ULS and UNE-P.

13.4.1 MCIm will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

13.4.1.1 To the extent that there are MCIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, AT&T CALIFORNIA, without further notice or liability, will re-price such arrangements to a market-based rate.

14. INTENTIONALLY OMITTED

15. LAWFUL UNE DEDICATED TRANSPORT

15.1 Definitions

15.1.1 "Lawful UNE Dedicated Transport" (DS1, DS3 or Dark Fiber) is an interoffice transmission path, to which MCIm is granted exclusive use, between an MCIm-designated location in one of AT&T CALIFORNIA's wire centers or switches within a LATA and an MCIm-designated location in another of AT&T CALIFORNIA's wire centers or switches within a LATA. Such MCIm-designated locations may include MCIm network components as located within connecting AT&T CALIFORNIA's wire centers or switches within a LATA. Such MCIm-designated locations may also include other carriers' network components located within AT&T CALIFORNIA's wire centers or switches, as permitted by other carriers via a letter of authorization.

15.2 Subject to the limitations set forth in Section 15.6 ("Transition") of this Appendix Lawful UNE, AT&T CALIFORNIA shall provide MCIm with nondiscriminatory access to DS1 and DS3 Lawful UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only where such facilities exist at the time of MCIm's request and only over routes that have not been Declassified.

15.2.1 AT&T CALIFORNIA will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE Dedicated Transport.

15.2.2 AT&T CALIFORNIA will provide Lawful UDT to MCIm only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

15.2.3 Lawful Unbundled Dedicated Transport includes the following elements:

15.2.3.1 a circuit between two AT&T CALIFORNIA switches or Wire Centers within AT&T CALIFORNIA's network within the LATA.

15.2.3.2 Multiplexing – an option ordered in conjunction with Lawful UNE dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Unbundled Dedicated Transport.

15.2.3.3 Other optional features are outlined in Appendix Pricing.

15.3 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T CALIFORNIA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Sections 9.5 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.2 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T CALIFORNIA must provide DS1 Dedicated Unbundled Transport if a wire center on either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.2 of this Attachment.

15.3.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T CALIFORNIA 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 where there is no unbundling obligation for DS3 transport.

15.4 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 9.5 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.2 and 0.3 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T CALIFORNIA on such routes, except as otherwise set forth in this Attachment.

15.4.1 In accordance with Rule 51.319(e)(2), AT&T CALIFORNIA 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.

15.5 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 9.5 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.2 and 0.3 of this 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. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled

Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.4 of this Attachment.

15.6 Transition of TRO Remand Affected Unbundled Transport. For those DS1 and DS3 dedicated transport facilities that AT&T CALIFORNIA is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T CALIFORNIA 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 Dedicated Transport facilities that AT&T CALIFORNIA is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T CALIFORNIA shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

15.6.1 During the transition periods defined in Section 15.6 the rates for the Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the 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. MCIm shall be fully liable to AT&T CALIFORNIA to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

15.6.2 Where AT&T CALIFORNIA is no longer required to provide Transport as defined in Section 15.1.1 of this Appendix UNE, MCIm shall generate the orders necessary to disconnect or convert the Embedded Base of 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 Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T CALIFORNIA by the end of the transition period.

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

15.6.2.2 Subject to the limitations set forth herein, MCIm 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 (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which MCIm is transitioning.

15.6.2.3 If MCIm has not submitted an LSR or ASR, as applicable, to AT&T CALIFORNIA requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T CALIFORNIA, 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 MCIm has not submitted an LSR or ASR, as applicable, to AT&T CALIFORNIA requesting that the Affected Dark Fiber Transport arrangements be disconnected and returned to AT&T CALIFORNIA, AT&T CALIFORNIA shall disconnect such arrangements that remain in place as of September 11, 2006.

15.8 Diversity

15.8.1 When requested by MCIm, physical diversity shall be provided for Lawful Unbundled Dedicated Transport. When MCIm requests physical diversity and facilities do not exist at the time of MCIm's request, AT&T CALIFORNIA shall provide such facilities in accordance with the requirements of this Appendix UNE. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

15.8.2 AT&T CALIFORNIA shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by AT&T CALIFORNIA for MCIm specific diversity, AT&T CALIFORNIA will advise MCIm of the applicable additional charges. AT&T CALIFORNIA will not process the request for diversity until MCIm accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCIm accepts the additional charges.

15.9 Digital Cross-Connect System (DCS)

15.9.1 AT&T CALIFORNIA will offer Digital Cross-Connect System (DCS) as part of the Interoffice Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCIm shall be subject to additional charges as outlined in Appendix Pricing.

15.10 Network Reconfiguration Service (NRS)

15.10.1 AT&T CALIFORNIA will offer reconfiguration service as part of the Lawful UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in pursuant to Access Tariff FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

15.11 Intentionally Omitted.

15.12 Routine network modifications.

15.12.1 AT&T CALIFORNIA shall make all routine network modifications to unbundled Dedicated Transport facilities used by MCIm where the requested Dedicated Transport facilities have already been constructed. In addition, AT&T CALIFORNIA shall perform all routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that AT&T CALIFORNIA regularly undertakes for its own customers or affiliates. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. They also include activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility. 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.

16. 911 OR E911 DATABASE

16.1 Access to the AT&T CALIFORNIA 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. INTENTIONALLY OMITTED

18. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

18.1 AT&T CALIFORNIA shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an Lawful unbundled basis to MCIm for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T CALIFORNIA's databases and information. AT&T CALIFORNIA, as part of its duty to provide access to the pre-ordering function, must provide MCIm with nondiscriminatory access to the same detailed information about the Lawful loop that is available to AT&T CALIFORNIA. Access to OSS is available as described in Appendix OSS.

19. CROSS CONNECTS

19.1 MCIm shall pay AT&T CALIFORNIA for cross connects at the rates set forth in Appendix Pricing of this Agreement.

20. PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS

20.1 Provisioning/Maintenance of Lawful Unbundled Network Elements

20.1.1 MCIm may order from AT&T CALIFORNIA multiple individual Lawful unbundled Network Elements on a single order subject to OSS specifications without the need to have MCIm send an order for each such Lawful unbundled Network Element if such Lawful unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

20.1.2 AT&T CALIFORNIA shall provide all provisioning services to MCIm during the same business hours AT&T CALIFORNIA provisions similar services for its end user customers or other CLECs.

20.1.3 AT&T CALIFORNIA shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of AT&T CALIFORNIA's Lawful unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Lawful unbundled Network Elements or combinations.

20.1.4 AT&T CALIFORNIA shall provide to MCIm a Single Point of Contact (Local Service Center or LSC) for ordering Lawful unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIm as specified in Performance Measurements Appendix. In addition, AT&T CALIFORNIA shall provide to MCIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

20.1.5 AT&T CALIFORNIA will recognize MCIm as the customer of record of all Network Elements on an Lawful unbundled basis and Combinations ordered by MCIm and will send all notices, invoices and pertinent customer information directly to MCIm.

20.1.6 AT&T CALIFORNIA may not initiate any disconnection or rearrangement of any MCIm ordered Lawful Network Element on an unbundled basis or Combination, except as directed by MCIm or as otherwise provided in this Agreement.

20.1.7 AT&T CALIFORNIA will provide MCIm with a Firm Order Confirmation (FOC) for each order for all Lawful Network Elements on an unbundled basis. The FOC shall contain an enumeration of MCIm's ordered Lawful unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. AT&T CALIFORNIA must return the FOC for Lawful unbundled Network Elements and combinations within five (5) hours of AT&T CALIFORNIA's receipt of any electronically submitted order and within twenty-four (24) hours of AT&T CALIFORNIA's receipt of any manually submitted (faxed) order.

20.1.8 AT&T CALIFORNIA shall provision Lawful unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.

20.1.9 AT&T CALIFORNIA agrees to negotiate with MCIm prior to the due date a scheduled conversion date and time.

20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:

20.1.10.1 If AT&T CALIFORNIA requests the new conversion time, the applicable line connection charge shall be waived; and

20.1.10.2 If MCIm requests the new conversion time, MCIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.

20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.

20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an Lawful unbundled Network Element at the MCIm collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of AT&T CALIFORNIA to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. AT&T CALIFORNIA shall waive the applicable line connection charge for such element.

20.1.13 Upon work completion, AT&T CALIFORNIA will provide MCIm electronically (unless otherwise notified by MCIm) with an order completion per order that states when that order was completed. AT&T CALIFORNIA shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

20.1.14 As soon as identified, AT&T CALIFORNIA shall provide notification electronically of MCIm orders that are incomplete or incorrect and therefore cannot be processed.

20.1.15 As soon as identified, AT&T CALIFORNIA shall provide notification electronically of any instances when AT&T CALIFORNIA's due dates are in jeopardy of not being met by AT&T CALIFORNIA on any element or feature contained in any order for Lawful unbundled Network

Elements. AT&T CALIFORNIA shall indicate its new due date as soon as such date is available.

20.1.16 AT&T CALIFORNIA shall provide to MCIm upon request:

20.1.16.1 A list of all services and features technically available from each switch that AT&T CALIFORNIA may use to provide Lawful Local Switching, by switch CLLI.

20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.

20.1.16.3 When available, all engineering design and layout information for each Lawful unbundled Network Element and Combination; provided that MCIm shall pay AT&T CALIFORNIA the costs incurred by AT&T CALIFORNIA to provide MCIm with copies of such information.

20.1.16.4 A listing of all technically available functionalities for each Lawful unbundled Network Element or Combination. If MCIm orders a technical publication, MCIm shall pay AT&T CALIFORNIA for the technical publications.

20.1.17 Within twenty-four (24) hours of MCIm's request, AT&T CALIFORNIA will perform cooperative testing with MCIm (including trouble shooting to isolate any problems) to test Lawful unbundled Network Elements or Combinations purchased by MCIm in order to identify any performance problems.

20.1.18 For orders of Lawful unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among AT&T CALIFORNIA, MCIm and MCIm's customer, MCIm shall be responsible for any necessary coordination with its customer.

20.1.19 Access to Lawful unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as AT&T CALIFORNIA may elect at its own discretion, but also at parity and on a nondiscriminatory basis. AT&T CALIFORNIA will provide access to Lawful unbundled Network Elements where technically feasible. Where facilities are not available, AT&T CALIFORNIA will make modifications to provide unbundled Network Elements on a nondiscriminatory basis as it does for itself, its subsidiaries, its affiliates, and third parties.

20.1.20 Subject to the terms herein, AT&T CALIFORNIA is responsible only for the provisioning, installation, operation and maintenance of the Lawful unbundled Network Elements it provides. AT&T CALIFORNIA is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIm through the use of those Lawful unbundled Network Elements, provided that both AT&T CALIFORNIA and MCIm meet their obligation under this Appendix UNE and the Agreement. MCIm will be responsible for the product of services it provides its End Users.

20.1.21 Where Lawful unbundled Network Elements provided to MCIm are dedicated to a single end user customer, if such Lawful unbundled Network Elements are for any reason disconnected they shall be made available to AT&T CALIFORNIA for future provisioning needs, on the same basis AT&T CALIFORNIA holds or reassigns such facilities for its own end user customers, unless such Lawful unbundled Network Element is disconnected in error. MCIm agrees to relinquish control of any such Lawful unbundled Network Element concurrent with the disconnection of MCIm's end user customer service.

20.1.22 MCIm shall make available at mutually agreeable times the Lawful unbundled Network Elements provided pursuant to this Appendix in order to permit AT&T CALIFORNIA to test and make adjustments appropriate for maintaining the Lawful unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T CALIFORNIA perform scheduled maintenance on any MCIm Lawful unbundled Network Element prior to providing reasonable notice to MCIm in advance of performing such maintenance. AT&T CALIFORNIA shall provide

emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any emergency maintenance actions it takes effecting MCIm.

20.1.23 MCIm shall connect equipment and facilities that are compatible with AT&T CALIFORNIA's Lawful unbundled Network Elements and shall use Lawful unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIm's use of any AT&T CALIFORNIA Lawful unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T CALIFORNIA Lawful unbundled Network Element, will not materially interfere with or impair service over any facilities of AT&T CALIFORNIA, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T CALIFORNIA may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the Lawful unbundled Network Element(s) causing the violation.

20.1.24 When an existing end user customer served by AT&T CALIFORNIA or another CLEC changes service to MCIm using any AT&T CALIFORNIA provided unbundled Network Element(s), MCIm shall issue appropriate service requests to connect new service to MCIm's end user customer. MCIm's service requests will be processed by AT&T CALIFORNIA, and MCIm will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.

20.1.24.1 When end user customers already being provided service by AT&T CALIFORNIA migrate to MCIm, services will not be modified unless requested by MCIm and any service interruptions will not be discernable to the End User.

20.1.24.2 For "As is migrations" see Appendix OSS Section 4.5.

20.2 If trouble occurs with Lawful unbundled Network Elements provided by AT&T CALIFORNIA, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in AT&T CALIFORNIA's equipment and/or facilities, MCIm will issue a trouble report to AT&T CALIFORNIA.

20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a Lawful unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. AT&T CALIFORNIA shall apply Time and Material charges for Premises Visits at parity with what AT&T CALIFORNIA charges its retail end users customers.

20.3 Intentionally Omitted.

20.4 MCIm shall pay Time and Material charges when AT&T CALIFORNIA dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T CALIFORNIA or in detariffed CPE provided by AT&T CALIFORNIA, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, AT&T CALIFORNIA shall not proceed with any repairs pursuant to this section without the consent of MCIm's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCIm with documentation of the end user customer's request.

20.5 MCIm shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

20.6 If MCIm issues a trouble report allowing AT&T CALIFORNIA access to the end user customer's premises and AT&T CALIFORNIA personnel are dispatched but denied access to the premises, provided AT&T CALIFORNIA makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that AT&T CALIFORNIA personnel are dispatched. Subsequently, if AT&T CALIFORNIA personnel are allowed access to the premises, these charges will still apply.

20.7 If MCIm requests or approves a AT&T CALIFORNIA technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIm will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T CALIFORNIA would have charged its own customer such charges for work performed outside of normal scheduled working hours.

20.8 Time and Material Charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

21. INTENTIONALLY OMITTED

22. ENHANCED EXTENDED LOOPS (EELS)

22.1 Definitions

22.1.1 "Enhanced Extended Link" or "EEL" means an Lawful unbundled Network Element combination consisting of an Lawful unbundled UNE Local Loop(s) and Lawful unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Lawful unbundled Network Elements (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE Local Loop must be accessed by MCIm at such a collocation arrangement via a cross connect).

22.1.2 Intentionally Omitted.

22.1.3 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 Section 22. 1.3. and 22.3 . If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 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.

22.2 General Requirements

22.2.1 AT&T CALIFORNIA shall provide access to Lawful UNEs and combinations of Lawful UNEs without regard to whether MCIm seeks access to the Lawful UNEs to establish a new circuit or to convert an existing circuit from a service to Lawful UNEs. AT&T CALIFORNIA shall provide EELs to MCIm as set forth in this Section.

22.2.2 Apart from the service eligibility criteria for High-Capacity EELs as set forth herein, AT&T CALIFORNIA shall not impose conditions or limitations upon obtaining access to EELs or other Combinations, such as requiring MCIm to purchase special access and then convert such facilities to UNEs.

22.3 Eligibility

22.3.1 AT&T CALIFORNIA shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T CALIFORNIA shall provide access to the High-Cap EELS (Sections 22.1.3(a) and 22.1.3(b)) only when MCIm satisfies the following service eligibility criteria**.** AT&T CALIFORNIA is not obligated, and shall not, provide access to(1) a Lawful unbundled DS1 loop in combination, or Commingled, with a Lawful UNE dedicated DS1 transport facility or service or a Lawful UNE dedicated DS3 (or higher) transport facility or service, or a (2) a Lawful UNE dedicated DS1 transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a Lawful UNE DS1 channel termination service, or a Lawful UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a DS1 channel termination service, or a Lawful UNE DS3 loop or a Lawful UNE DS3 (or higher) channel termination service **,** unless MCIm certifies that all of the following conditions are met with respect to the arrangement being sought:

22.3.1.1 MCIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. AT&T CALIFORNIA hereby acknowledges that MCIm has received state certification sufficient to satisfy these criteria.

22.3.1.2 The following criteria are satisfied for each High Cap EEL , including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL **in** accordance with Rule 51.318(b)(2):

22.3.1.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T CALIFORNIA local service area and within the LATA where the circuit is located prior to the provision of service over that circuit; and

22.3.1.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

22.3.1.2.3 Each DS1 equivalent circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

22.3.1.2.4 Each DS 1 circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8; and

22.3.1.2.5 Each DS 1 circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of Section 22.3.1.2.9; and

22.3.1.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, MCIm will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 22.3.1.2.9; and

22.3.1.2.7 Each DS 1 circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:

22.3.1.2.8.1 established pursuant to Section 251(c)(6) of the Act and located at an AT&T CALIFORNIA premises within the same LATA as MCIm's end user customer's premises, when AT&T CALIFORNIA is not the collocator; or

22.3.1.2.8.2 located at a third party's premises within the same LATA as MCIm's End User premises, when AT&T CALIFORNIA is the collocator.

22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCIm will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

22.3.1.2.10 Intentionally Omitted.

22.3.1.3.11 Intentionally Omitted.

22.3.1.2.12 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, MCIm must certify to all of the requirements set out in Section 22.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, MCIm shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T CALIFORNIA written notification. Upon MCIm's self-certification of compliance, in accordance with this Attachment, AT&T CALIFORNIA shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL. If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCIm shall update such certification promptly with AT&T CALIFORNIA.

22.4 Commingling EELs

22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

22.5 Audits

22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, AT&T CALIFORNIA may obtain and pay for an independent auditor to audit MCIm, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means for a State a consecutive 12-month period, beginning upon AT&T CALIFORNIA's written notice that an audit will be performed for CALIFORNIA, subject to Section 22.5.1.4.

22.5.1.1 To invoke its limited right to audit, AT&T CALIFORNIA will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T CALIFORNIA alleges

non-compliance and the cause upon which AT&T CALIFORNIA rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T CALIFORNIA establishes the cause that forms the basis of its belief that MCIm is non-compliant. Such Notice of Audit will be delivered to MCIm with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T CALIFORNIA seek to commence an audit.

22.5.1.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding MCIm's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether MCIm complied in all material respects with this Section 22.

22.5.1.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

22.5.1.4 AT&T CALIFORNIA shall provide MCIm with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, MCIm shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T CALIFORNIA and AT&T CALIFORNIA shall retain any disputed amounts already paid by MCIm. If the auditor's report concludes that MCIm failed to comply in all material respects with the eligibility criteria and if MCIm does not dispute the finding the MCIm will submit payment for the disputed amounts to AT&T CALIFORNIA.

22.5.1.5 MCIm 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, MCIm will reimburse AT&T CALIFORNIA for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, MCIm will reimburse AT&T CALIFORNIA in an amount that is in direct proportion to the number of circuits found to be non-compliant. MCIm will maintain the appropriate documentation to support its self-certifications. The MCIm reimbursement in this Section 25.5.1.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

22.5.1.6 To the extent the auditor's report concludes that MCIm complied in all material respects with the Service Eligibility Requirements, AT&T CALIFORNIA must reimburse MCIm for all of its reasonable costs associated with the audit.

22.5.1.7 MCIm 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, MCIm 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 CALIFORNIA can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the

date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

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

22.5.1.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 22 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

22.5.2 Intentionally Omitted.

22.5.3 Intentionally Omitted.

22.5.4 Intentionally Omitted.

22.5.5 MCIm must convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC CALIFORNIA may initiate and affect such a conversion on its own without any further consent by MCIm) and MCIm shall timely make the correct payments on a going-forward basis.

22.6 Intentionally Omitted.

22.7 Provisioning for EELs

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

22.7.2 AT&T CALIFORNIA 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 any interruptions involved during such testing and adjustments.

22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by MCIm if available and if MCIm meets all services eligibility requirements set forth in this Agreement including collocating at at least one AT&T CALIFORNIA central office that is in the same LATA as the end user customer premises served by the EEL. Additional service eligibility requirements for high capacity EELs that must be met can be found in this Appendix UNE. Low capacity EELs (DS0 unbundled loop combined with a DS1 UDT) are not required to meet the service eligibility requirements and will be provided to MCIm upon request where available.

XDSL APPENDIX

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APPENDIX XDSL

1. INTRODUCTION

1.1 This Appendix xDSL sets forth the terms and conditions that AT&T CALIFORNIA will offer xDSL Loops and xDSL Subloops to MCIm in accordance with the FCC's orders and effective rules, for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.

1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).

1.4 AT&T CALIFORNIA shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2. DEFINITIONS

2.1 "**Actual Loop Length**" for purposes of this Appendix refers to the total physical length of a copper loop as between the AT&T CALIFORNIA Main Distribution Frame (MDF) and the terminal location serving the end-user customer, reported at parity with AT&T's advanced services affiliate and other CLECs. Any additional length attributed to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's location is not included in the calculation of Actual Loop Length.

2.2 "**Conditioning**" as used herein shall refer to the removal by AT&T CALIFORNIA of load coils, Excessive Bridged Tap, and/or repeaters on an xDSL Loop or Subloop.

2.3 "**Continuity**" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or its equivalent, which may include the Intermediate Distribution Frame (IDF).

2.4 "**Excessive Bridged Tap**" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.5 Intentionally Omitted.

2.6 "**Non-standard xDSL-based Technology**" is a loop technology that is not Presumed Acceptable for Deployment. Deployment of Non-standard xDSL-based Technologies are allowed as provided in this Appendix xDSL.

2.7 "**Plan of Record**" as used herein refers to AT&T CALIFORNIA's December 7, 1999 filing with the FCC, including any subsequent modifications or additions.

2.8 "**Presumed Acceptable for Deployment**" as used herein means an xDSL technology that complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Attachment A.

2.9 * "**Proof of Continuity**" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as "Proof of Continuity" or "Continuity Test."

2.10 "**xDSL Loop**" means a Local Loop transmission facility between a distribution frame (or its equivalent) in AT&T CALIFORNIA's Central Office and the loop demarcation point at an end user customer premise. "xDSL Loop" includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

2.11 "**xDSL Subloop**" is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T CALIFORNIA's outside plant and the demarcation point at an end user customer's premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an AT&T CALIFORNIA technician can access the copper at a terminal in AT&T CALIFORNIA's outside plant.

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

3.1 AT&T CALIFORNIA agrees to provide xDSL Loops and Subloops for MCIm to deploy xDSL technologies Presumed Acceptable for Deployment or Non-standard xDSL Technology as defined in this Appendix xDSL. AT&T CALIFORNIA will provision xDSL Loops and Subloops on a non-discriminatory basis and at a level at least equal in performance and quality with what it provides to itself, or to any of its affiliates in CALIFORNIA providing advanced services. AT&T CALIFORNIA will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T CALIFORNIA does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 MCIm's use of any AT&T CALIFORNIA network element, or of its own equipment or facilities in conjunction with any AT&T CALIFORNIA network element, will not materially interfere with or impair service over any facilities of AT&T CALIFORNIA, or any of its affiliates in CALIFORNIA providing advanced services or connecting carriers involved in AT&T CALIFORNIA services, cause damage to AT&T CALIFORNIA's plant, impair the privacy of any communications carried over AT&T CALIFORNIA's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T CALIFORNIA may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. AT&T CALIFORNIA will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If AT&T CALIFORNIA does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of this Agreement. Any claims of network harm by AT&T CALIFORNIA must be supported with specific and verifiable supporting information.

3.3 AT&T CALIFORNIA shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, AT&T CALIFORNIA will publish non-binding Technical Publications to communicate current standards and their application where required by Applicable Law.

3.4 Intentionally Omitted.

3.5 The provision of xDSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of Excessive Bridged Taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of AT&T CALIFORNIA's network and its existing services.

3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

3.7 Liability

3.7.1 Notwithstanding any other provision of this Appendix, each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AT&T CALIFORNIA facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.7.2 Intentionally Omitted

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten (10) days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, and all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and

participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.8.5 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or willful misconduct.

4. xDSL LOOP OFFERINGS

4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.

4.2 For each xDSL Loop described below, MCIm will at the time of ordering, notify AT&T CALIFORNIA as to the Power Spectrum Density (PSD) mask of the technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify AT&T CALIFORNIA. Likewise, AT&T CALIFORNIA will disclose to MCIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. AT&T CALIFORNIA will use the PSD provided by MCIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIm shall provide AT&T CALIFORNIA with a technical description of the technology including power masks for inventory purposes.

4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T CALIFORNIA at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.

4.5 4-Wire xDSL Loop: A 4-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Loop Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T CALIFORNIA at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.6 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. AT&T CALIFORNIA has advised MCIm, through the Accessible Letter or alternate process, which AT&T CALIFORNIA central offices are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. MCIm may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.

4.7 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T CALIFORNIA outside plant and the demarcation point at an end user customer premises, as more specifically defined above, over which MCIm may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or Excessive Bridged Tap(s). However, Conditioning on an existing xDSL Subloop is optional and will be performed by AT&T CALIFORNIA at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.

4.7.1 The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

AT&T CALIFORNIA shall not deny MCIm's request to deploy any DSL technology that is Presumed Acceptable for Deployment by MCIm, unless it has been demonstrated by AT&T CALIFORNIA to the Commission in accordance with FCC orders that MCIm's deployment of the specific DSL technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service form a user's perspective as caused by technology. In the event that MCIm wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission, MCIm shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCIm wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCIm will provide documentation describing that action to AT&T CALIFORNIA and the Commission before or at the time of its request to deploy such technology within AT&T CALIFORNIA. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that AT&T CALIFORNIA rejects a request by MCIm for provisioning of advanced services, AT&T CALIFORNIA will disclose to MCIm information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 Intentionally Omitted.

5.1.2 If MCIm can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T CALIFORNIA will not deny MCIm's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T CALIFORNIA will provide a loop to support the new technology for MCIm as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T CALIFORNIA, then AT&T CALIFORNIA will provide MCIm an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.

5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T CALIFORNIA, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

6. PROVISIONING

6.1 AT&T CALIFORNIA will not guarantee that the xDSL loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. For loops under 12,000 feet in Actual Loop Length, AT&T CALIFORNIA will remove load coils, repeaters, and/or Excessive Bridged Taps at no charge to MCIm. Provisioning shall include Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length and any Conditioning requested by MCIm for loops 12,000 feet in Actual Loop Length or greater.

6.2 * AT&T CALIFORNIA shall provide Acceptance and Cooperative Testing as outlined in Section 9 of this Appendix xDSL.

6.3 MCIm shall designate, at MCIm's sole option, what Conditioning AT&T CALIFORNIA is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitate and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.4 The provisioning and installation interval for xDSL-capable loops where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL Loop) on orders for 1-20 loops per order or per end user customer location, will be three to five (3-5) business days, or the provisioning and installation interval applicable to AT&T CALIFORNIA's tariffed xDSL-based services, or any of its affiliates in CALIFORNIA providing advanced services, whichever is shorter.

6.5 The provisioning and installation intervals for xDSL Loops, where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to (i) AT&T CALIFORNIA's tariffed xDSL-based services or; (ii) any of its affiliates in

CALIFORNIA providing advanced services xDSL-based services where Conditioning is required, whichever is shorter.

6.6 Orders for more than 20 xDSL Loops per order or per end user customer location, where no Conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in Section 9.4.2 below.

6.7 Orders for more than 20 xDSL Loops per order which require Conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

6.8 Subsequent to the initial order for an xDSL Loop or xDSL Subloop, additional Conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify Conditioning are received for a pending xDSL Loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning pursuant to this subsection will be the same as set forth above.

6.9 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL Loop when used to provision ADSL over a DSL Loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. MAINTENANCE

7.1 On xDSL Loops where MCIm has requested that no Conditioning be performed, AT&T CALIFORNIA's maintenance will be limited to verifying loop suitability based on POTS design criteria. For xDSL Loops having had partial or extensive Conditioning performed at MCIm's request, AT&T CALIFORNIA will verify continuity, the completion of all requested Conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For xDSL Loops under 12,000 feet in Actual Loop Length, AT&T CALIFORNIA will remove load coils, repeaters, and Excessive Bridged Taps at no charge to MCIm.

7.2 AT&T CALIFORNIA shall provide, on a nondiscriminatory basis, physical loop test access points to MCIm through a cross-connection to MCIm's collocation space, for the purpose of testing, maintaining, and repairing copper xDSL Loops and copper xDSL Subloops.

7.3 AT&T CALIFORNIA and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. If trouble occurs with unbundled Network Elements provided by AT&T CALIFORNIA, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in AT&T CALIFORNIA's equipment and/or facilities, MCIm will issue a trouble ticket to AT&T CALIFORNIA.

7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. * Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those referenced in FCC Tariff No. 1, 13.2.6.

7.5 Intentionally Omitted.

7.6 Repair Intervals: AT&T CALIFORNIA will provide resolution of MCIm-referred trouble tickets for xDSL Loops at parity with the interval AT&T CALIFORNIA provides itself, other CLECs or any of its affiliates in CALIFORNIA providing advanced services, and pursuant to the terms and conditions set forth below.

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

8. SPECTRUM MANAGEMENT

8.1 AT&T CALIFORNIA agrees that MCIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If AT&T CALIFORNIA initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.

8.2 AT&T CALIFORNIA agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T CALIFORNIA will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. AT&T CALIFORNIA will not use Selective Feeder Separation (SFS). AT&T CALIFORNIA has opened binder groups to all xDSL services and all xDSL providers, and will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). AT&T CALIFORNIA may not segregate xDSL technologies into designated binder groups without specific Commission or FCC review and approval, or approved industry standard. AT&T CALIFORNIA shall not deny MCIm a loop based upon spectrum management issues in the absence of review and approval from the Commission(s). In all cases, AT&T CALIFORNIA will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by AT&T CALIFORNIA as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T CALIFORNIA and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of spectrum management, AT&T CALIFORNIA will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by MCIm to AT&T CALIFORNIA. Upon request from MCIm, AT&T CALIFORNIA will disclose within 3-5 business days spectrum management information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant. If there is any dispute between the Parties with respect to this Section, AT&T CALIFORNIA will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

8.3 In the event that a loop technology without industry standards for spectrum management is deployed, AT&T CALIFORNIA, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall

be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. AT&T CALIFORNIA will assign the local loop consistent with the agreed-to spectrum management standards.

8.3.1 In the event that a relevant Commission, the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, AT&T CALIFORNIA and MCIm shall comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies and shall negotiate any conforming modifications which may be needed to this Appendix.

8.3.2 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the applicable Commission(s) or FCC, then AT&T CALIFORNIA and/or MCIm, must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

9. * ACCEPTANCE TESTING

9.1 Intentionally Omitted

9.2 * Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 * If the LSR was placed without a request for Acceptance Testing, and MCIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 * Acceptance Testing Procedure:

9.3.1 * Upon delivery of a loop to/for MCIm, AT&T CALIFORNIA's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIm so MCIm can initiate performance of a series of Acceptance Tests.

9.3.1.1 * For IDSL or 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the AT&T CALIFORNIA field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 * For IDSL or 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T CALIFORNIA field technician will not perform a short or open circuit due to technical limitations.

9.3.2 * If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide AT&T CALIFORNIA with a confirmation number and AT&T CALIFORNIA will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as referenced in section 9.4.2 below.

9.3.2.1 * AT&T CALIFORNIA will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T CALIFORNIA may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum

charges as if the Acceptance Test had been completed and the loop accepted, referenced in section 9.4.2 below.

9.3.3 * If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T CALIFORNIA will re-contact the MCIm representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide AT&T CALIFORNIA with a confirmation number and AT&T CALIFORNIA will complete the order. If MCIm xDSL service does not function as desired, yet test parameters are met, AT&T CALIFORNIA will still close the order. AT&T CALIFORNIA will not complete an order that fails Acceptance Testing.

9.3.4 * Until such time as MCIm and AT&T CALIFORNIA agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AT&T CALIFORNIA agrees that should MCIm open a trouble ticket and an AT&T CALIFORNIA network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an AT&T CALIFORNIA fault), AT&T CALIFORNIA, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Intentionally Omitted.

9.3.6 * If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from AT&T CALIFORNIA error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request AT&T CALIFORNIA to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

9.3.7 * Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 * Acceptance Testing Billing

MCIm will be billed for Acceptance Testing of this Appendix for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing.

9.4.1 Intentionally Omitted.

9.4.2 MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T CALIFORNIA technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in No. 1, 13.2.6.; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

10. * COOPERATIVE TESTING

10.1 Intentionally Omitted.

10.2 * Should MCIm desire Cooperative Testing it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

10.3 * If the trouble ticket was opened without a request for Cooperative Testing, and MCIm should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

10.4 * Cooperative Testing Procedure

10.4.1 * The AT&T CALIFORNIA field technician will call the LOC and the LOC will contact MCIm for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

10.4.2 * If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as referenced in section 9.4.2 above.

10.4.3 * If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact MCIm for another cooperative testing.

10.4.4 * AT&T CALIFORNIA will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T CALIFORNIA may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as referenced in section 9.4.2.

11. RATES

11.1 See Appendix Pricing. Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length are at no charge.

12. INTENTIONALLY OMITTED

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

13.1 General: AT&T CALIFORNIA will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in its Plan of Record. Loop makeup data will be provided as set forth below. MCIm will be given nondiscriminatory access to the same loop makeup information that AT&T CALIFORNIA is providing any other CLEC and/or AT&T CALIFORNIA's retail operations or its advanced services affiliate in CALIFORNIA.

13.2 Intentionally Omitted.

13.3 Loop Qualification: Subject to Section 13.1 above, AT&T CALIFORNIA's uniform GUI (e.g., Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based or other advanced services) and application to application OSS interfaces allow MCIm, as well as AT&T CALIFORNIA's retail operations or its advanced services affiliate(s), to have near real time electronic access to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual. AT&T CALIFORNIA shall also provide MCIm with access to electronic loop qualification information during the preorder process, at no charge. However, if MCIm submits a service order the appropriate loop qualification charges set forth in the Appendix Pricing shall apply.

13.4 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described above will return information in all fields described in AT&T's Plan of Record when such information is contained in AT&T CALIFORNIA's electronic databases. MCIm will be billed and shall pay a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

13.5 Manual Loop Qualification: Manual loop qualification includes all fields as described in AT&T CALIFORNIA's Plan of Record, when available. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule.

13.6 Both categories of Loop qualification (mechanized and manual) are subject to the following:

13.6.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in Actual Loop Length, Conditioning to remove these elements will be performed without request and at no charge to MCIm.

13.6.2 If MCIm elects to have AT&T CALIFORNIA provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be not more than three (3) business days, or the interval provided to any of its affiliates in AT&T CALIFORNIA providing advance services, whichever is less.

13.6.3 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that Conditioning is available on a loop that is 12,000 feet in actual loop length or greater, MCIm may request that none of the recommended loop Conditioning be performed or that AT&T CALIFORNIA perform some or all of the recommended loop Conditioning to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Pricing Schedule.

13.7 Where actual loop make-up information is not available, AT&T CALIFORNIA will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA.

13.8 The Parties agree that in accordance with FCC requirements and Advanced Services POR collaboratives, AT&T CALIFORNIA will provide MCIm with non-discriminatory access to AT&T CALIFORNIA's loop make-up information as set forth in this section 13.8. The loop qualification data elements provided by AT&T CALIFORNIA shall be provided at parity with what AT&T CALIFORNIA provides itself, any of its affiliates in CALIFORNIA providing advanced services and other CLECs and shall include but not limited to the following fields:

13.8.1 Loop length
13.8.2 Loop length by segment
13.8.3 Length by gauge
13.8.4 26 gauge equivalent loop length (calculated)
13.8.5 Presence of load coils
13.8.6 Quality of load coils (if applicable)
13.8.7 Presence of bridged taps
13.8.8 Length of bridged taps (if applicable)
13.8.9 Presence of pair gain devices, DLC, and/or DAML
13.8.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)
13.8.11 Presence of repeaters
13.8.12 Location of repeaters
13.8.13 Type of repeaters
13.8.14 Quantity of repeaters
13.8.15 Type of Plant (aerial or buried)
13.8.16 Type of Loop (copper or fiber)

13.8.17 Portion that is copper or fiber
13.8.18 Length that is copper or fiber
13.8.19 Availability of spare facilities
13.8.20 Quantity of bridged tap by occurrence
13.8.21 Location of bridged tap by occurrence
13.8.22 Quantity of Low pass filters
13.8.23 Location of Low pass filters
13.8.24 Quantity of Range extenders
13.8.25 Location of Range extenders
13.8.26 Number of gauge changes
13.8.27 Location of pair gain devices
13.8.28 Location of DLC
13.8.29 Quantity of DLCs
13.8.30 Location of RSU (Remote Switching Unit)
13.8.31 Type of RSU (Remote Switching Unit)
13.8.32 Resistance Zone

14. RESERVATION OF RIGHTS/INTERVENING

14.1 The Parties acknowledge and agree that the intervening law language set forth in Section 23 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

* AT&T CALIFORNIA's Position: It is AT&T CALIFORNIA's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offerings that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. AT&T CALIFORNIA disputes MCIm's submission of the issues for arbitration under Section 252 of the Act. Without waiving said objection, AT&T CALIFORNIA has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not exclude the issues associated with AT&T CALIFORNIA non-251(b) and (c) offerings from this Section 252 arbitration proceeding. AT&T CALIFORNIA does not waive, but instead reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration. Nothing herein shall constitute a concession by AT&T CALIFORNIA that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are Presumed Acceptable for Deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	**Standard**
ADSL	ATIS T1.413 1998 (Issue 2), T1.423, ITU 992.1
SHDSL	ATIS T1.422, ITU G.991.2
SDSL	(2B1Q) ITU 991.1
IDSL	ATIS T1.601
HDSL	ATIS TR28/ITU 991.1
HDSL2	ATIS T1.418
VDSL	ATIS T1.424
RADSL	no national standard
MVL	no national standard
G.Lite	ATIS T1.419/ITU G.991.2

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by AT&T CALIFORNIA.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

ATTACHMENT YZP
TO
APPENDIX XDSL

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*ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)

1. * INTRODUCTION

1.1 * This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCIm's option, applies to xDSL Loops, and the High Frequency Portion of the Loop ("HFPL") as applicable, which are central office DSLAM-based only with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with AT&T CALIFORNIA's hybrid copper/fiber architecture (e.g., AT&T's Broadband Service offering(s) or any successor offering(s)). This process is being made available to MCIm by AT&T CALIFORNIA as a voluntary offer alternative to AT&T CALIFORNIA's existing ordering processes.

1.2 * Intentionally Omitted.

1.3 * MCIm may use AT&T CALIFORNIA's Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").

1.4 * AT&T CALIFORNIA shall provide MCIm with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in CALIFORNIA providing advanced services and other CLECs.

2. * DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment YZP.

2.1 * "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.

2.2 * "Sync Test" as used herein shall refer to the procedures used by MCIm, when MCIm's provided test equipment, verifies there is communication, or "sync", from MCIm's collocated DSLAM to the last cable pair leaving the AT&T CALIFORNIA Central Office to the End-User premise.

3. * YZP OFFERING

3.1 * Provisioning Process:

3.1.1 * MCIm will provide AT&T CALIFORNIA with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCIm intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.

3.1.2 * MCIm will order eligible HFPL, or xDSL Loops , using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.

3.1.3 * MCIm may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCIm is utilizing the YZP process.

3.1.4 * AT&T CALIFORNIA shall provision orders submitted using the YZP process within three (3) business days for HFPL and five (5) business days for xDSL Loops.

3.2 * Maintenance Process

3.2.1 * The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCIm experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCIm shall choose one of the two options set forth below:

3.2.1.1 * OPTION 1: Trouble Ticket

3.2.1.1.1 * MCIm may generate a trouble ticket with AT&T CALIFORNIA's Local Operations Center (LOC) identifying the reason why MCIm is experiencing a situation in which its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCIm's own testing, the YZP trouble ticket may be conditioning related. The AT&T CALIFORNIA LOC will analyze MCIm provided test results and try to determine why MCIm's DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on AT&T CALIFORNIA's side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, AT&T CALIFORNIA will offer a five (5) business day interval from the time MCIm submits the trouble ticket.

3.2.1.1.2 * AT&T CALIFORNIA's LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

3.2.1.1.3 * On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, HFPL has been ordered using the YZP process, AT&T CALIFORNIA will use that YZP designation and MCIm's opening of a trouble ticket as authorization from MCIm for AT&T CALIFORNIA to perform the requested conditioning on the xDSL Loop, the HFPL, including whatever work AT&T CALIFORNIA believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by AT&T CALIFORNIA from MCIm, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 * OPTION 2: Disconnect

3.2.1.2.1 * MCIm may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCIm is utilizing the YZP process and wishes to avail itself of this Option 2, MCIm shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCIm submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCIm shall pay applicable charges for work actually performed by AT&T CALIFORNIA, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the extent that AT&T CALIFORNIA has performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCIm's trouble ticket) prior to the issuance of the disconnect order.

3.3 * Maintenance /Service Assurance

3.3.1 * AT&T CALIFORNIA will provide resolution of MCIm-referred YZP trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T CALIFORNIA provides to itself, any of its affiliates in texas providing advanced services affiliates and other CLECs.

3.3.2 * Prior to opening a YZP trouble ticket, MCIm shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCIm-related.

3.3.3 * MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to the FCC tariffed rates set forth in Section 5 below, if:

3.3.3.1 the YZP trouble ticket is opened, and it is later determined by AT&T CALIFORNIA to be a 'No Trouble Found' (NTF) in AT&T CALIFORNIA's portion of the network; or

3.3.3.2 the loop specific inhibitor information provided by MCIm to AT&T CALIFORNIA requires a dispatch by AT&T CALIFORNIA but is found to be incorrect upon subsequent investigation by AT&T CALIFORNIA during the trouble ticket resolution process; or

3.3.3.3 a retrip is involved with a YZP trouble ticket (when MCIm notifies AT&T CALIFORNIA that the loop is not working properly after initial trouble resolution), and there is NTF by AT&T CALIFORNIA in AT&T CALIFORNIA's portion of the network; or

3.3.3.4 the need for a vendor meet is agreed upon by AT&T CALIFORNIA and the MCIm technician is not equipped properly at the vendor meet site or MCIm's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.

3.4 * MCIm can open a YZP-related Trouble Ticket by one of the following methods:

3.4.1 * Via Live Call: MCIm can call AT&T CALIFORNIA's LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or

3.4.2 * Via an Electronic Bonding Ticket: MCIm can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.

3.5 * Trouble Tickets where MCIm Identifies Possible Conditioning-Related Trouble:

3.5.1 * In those instances where MCIm's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCIm submits its YZP trouble ticket to AT&T CALIFORNIA via live call or an electronic bonding ticket, then MCIm shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCIm of a possible conditioning-related trouble on its trouble ticket will allow the AT&T CALIFORNIA LOC or to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, the HFPL and for AT&T CALIFORNIA to perform loop conditioning which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if AT&T CALIFORNIA physical faults were found and cleared on the original trouble report, and MCIm testing indicates conditioning is still required.

3.5.2 * Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCIm opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, HFPL that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, AT&T CALIFORNIA will contact and provide MCIm with status after any necessary loop conditioning has been performed by AT&T CALIFORNIA. AT&T CALIFORNIA shall not charge MCIm for conditioning loops with an actual loop length of less than 12,000 feet.

3.5.3 * Conditioning. If MCIm issues a YZP trouble ticket for an xDSL Loop, HFPL loop between 12,000 and 17,500 feet, AT&T CALIFORNIA will use that YZP designation and the initiation of the trouble ticket by MCIm as authorization to perform any Loop conditioning for that Loop. MCIm will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.

* If MCIm requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.

3.5.4 * If MCIm requests that AT&T CALIFORNIA perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.

3.6 * Trouble Tickets where MCIm Does Not Identify Conditioning as a Possible Source of the Trouble:

3.6.1 * If MCIm opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the AT&T CALIFORNIA LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCIm so that MCIm can conduct its own Sync test. If MCIm's DSLAM does not communicate with the end user customer premises, MCIm shall open another trouble ticket to address any conditioning that MCIm believes may be required on the xDSL Loop, HFPL, subject to the provisions set forth herein.

3.6.2 * If MCIm opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop, HFPL loop as the source of the trouble but AT&T CALIFORNIA later determines that there is a conditioning-related problem, AT&T CALIFORNIA shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by AT&T CALIFORNIA.

3.7 * If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCIm notified, unless the ticket was initially classified as a conditioning related YZP ticket.

3.8 * Trouble ticket status will be provided to MCIm by AT&T CALIFORNIA as follows:

3.8.1 * Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCIm to AT&T CALIFORNIA. AT&T CALIFORNIA will not provide ticket status until the trouble has been resolved.

3.8.2 * Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCIm's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by AT&T CALIFORNIA to MCIm within eight (8) business hours from receipt of the trouble ticket. If AT&T CALIFORNIA determines that the trouble is conditioning related, AT&T CALIFORNIA shall convert the straight xDSL Loop, HFPL YZP trouble ticket to a YZP conditioning-related trouble ticket.

3.8.3 * In all cases, the AT&T CALIFORNIA LOC will notify MCIm as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.

3.9 * Post Trouble Resolution Sync Testing By MCIm:

3.9.1 * After MCIm is notified that the trouble has been resolved, with or without loop conditioning, MCIm shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCIm which will be governed by the same provisions set forth above.

3.10 * When MCIm escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on AT&T CALIFORNIA's CLEC online website shall apply.

4. * TESTING

4.1 Intentionally Omitted.

4.2 * MCIm may not request, and AT&T CALIFORNIA will not perform, Acceptance Testing in association with any xDSL Loops, HFPLs which are ordered by MCIm via the YZP process.

4.3 * For xDSL Loops only, MCIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket.

4.4 * MCIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to AT&T CALIFORNIA disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s).

4.5 * AT&T CALIFORNIA will not specify to MCIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIm will determine its own test requirements and capabilities.

5. * PRICING

5.1 * MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

6. * TERM AND TERMINATION

6.1 * Either Party may terminate this Attachment upon 180 days advance written notice to the other Party.

7. * RESERVATION OF RIGHTS/INTERVENING LAW

7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

* AT&T CALIFORNIA Position: It is AT&T CALIFORNIA's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offerings that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. AT&T CALIFORNIA disputes MCI'm's submission of the issues, relating to this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in AT&T CALIFORNIA's position statements in the Voluntary Services YZP/RABT-YZP DPL. Without waiving said objection, AT&T CALIFORNIA has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss these issues as to a non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, AT&T CALIFORNIA does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by AT&T CALIFORNIA that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

ATTACHMENT RABT YZP
TO APPENDIX XDSL

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*ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("RABT YZP")

1. INTRODUCTION

1.1 * This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the Yellow Zone Process ("YZP"), for xDSL Loops and the High Frequency Portion of the Loop ("HFPL").

1.2 * Intentionally Omitted.

1.3 * AT&T CALIFORNIA shall provide MCIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in CALIFORNIA providing advanced services and other CLECs.

2. * DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

2.1 * "Minimum Qualifications" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.

2.2 * "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.

2.3 * "No Sync situation" as used herein means that after the completion of a YZP service order, MCIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.

2.4 * "Removal of All or Non-Excessive Bridged Tap" ("RABT") as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of Non-Excessive Bridged Tap as defined herein, in response to a request by MCIm.

2.5 * "Sync Test" as used herein shall refer to the procedures used by MCIm, when MCIm's provided test equipment, verifies there is communication, or "sync", from MCIm's collocated DSLAM to the last cable pair leaving the AT&T CALIFORNIA Central Office to the End-User premise.

3. * RABT YZP OFFERING

3.1 * To be eligible for the RABT YZP, MCIm shall have ordered an xDSL Loop or HFPLon its original service order, using a generic loop 'As Is' specification code to identify the Loop that may require conditioning. All Local Service Requests ("LSRs") for an xDSL Loop or HFPL shall be submitted with the Loop Specification Code or Loop Modification Type ("LMT") designated for the YZP process.

3.2 * MCIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.

3.3 * Except as provided below, AT&T CALIFORNIA will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in CALIFORNIA providing advanced services, or any third party.

3.3.1 * In those instances where AT&T CALIFORNIA determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of AT&T CALIFORNIA, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T CALIFORNIA will respond to MCIm-referred RABT trouble tickets for xDSL Loops or the HFPL in parity with the repair intervals AT&T CALIFORNIA provides to its advanced services affiliate in California or Missouri. AT&T CALIFORNIA will advise MCIm as soon as possible

when AT&T CALIFORNIA is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.4 * MCIm shall pay AT&T CALIFORNIA for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. * TESTING

4.1 Intentionally Omitted.

4.2 * Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.

4.3 * MCIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to AT&T CALIFORNIA disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s).

5. * MAINTENANCE /SERVICE ASSURANCE

5.1 * Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T CALIFORNIA that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in AT&T CALIFORNIA as a 'No Trouble Found' (NTF) and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 * MCIm may open a YZP-related trouble ticket for the RABT via the following two methods:

5.2.1 * By calling the Local Operations Center. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 * By opening an electronic bonding ticket. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. * When Excessive Bridged Tap(s) is present on the loop: MCIm may request:
   a. the removal of Excessive Bridged Tap(s); or
   b. the Removal of All Bridged Tap(s).
2. * When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
3. * Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T CALIFORNIA LOC. Vendor meet procedures can be found in AT&T CALIFORNIA CLEC On-Line Handbook.
4. * It is the MCIm's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by AT&T CALIFORNIA i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.

5. * Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing terms and conditions set forth elsewhere in this Agreement.

5.3 * Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCIm for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:

5.3.1 * Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, AT&T CALIFORNIA will use that YZP designation and the initiation of the trouble ticket by MCIm as approval for loop conditioning and the loop will be conditioned by AT&T CALIFORNIA. MCIm will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T CALIFORNIA RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by AT&T CALIFORNIA.

5.3.2 * Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T CALIFORNIA will bill and MCIm shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T CALIFORNIA RABT Pricing Schedule, for all conditioning performed by AT&T CALIFORNIA via the RABT trouble ticket process.

5.3.3 * In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T CALIFORNIA LOC will notify MCIm as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 * Escalations for YZP trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. * PRICING

6.1 * The rates that AT&T CALIFORNIA will charge and that MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7. * RESERVATION OF RIGHTS /INTERVENING LAW

7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

* AT&T CALIFORNIA Position: It is AT&T CALIFORNIA's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offerings that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. AT&T CALIFORNIA disputes MCIm's submission of this issue, relating to a voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in AT&T CALIFORNIA's position statements in the Voluntary Services – YZP/RABT-YZP DPL. Without waiving said objection, AT&T CALIFORNIA has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss the issues as to this non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, AT&T CALIFORNIA does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by AT&T CALIFORNIA that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

ATTACHMENT RABT MMP
TO APPENDIX XDSL

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ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS ("RABT MMP")

1. INTRODUCTION

1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process ("MMP") for xDSL Loops and the High Frequency Portion of the Loop ("HFPL") . This process is available to MCIm as an alternative to AT&T CALIFORNIA's existing ordering processes but applies only to completed loops.

1.2 Intentionally omitted.

1.3 AT&T CALIFORNIA shall provide MCIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in CALIFORNIA providing advanced services and other CLECs.

2. INTENTIONALLY OMITTED

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING

3.1 To be eligible for RABT MMP, MCIm shall have ordered an xDSL Loop or the HFPL on its original service order. After the service order has completed, MCIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center ("LOC") specifying the type of bridged tap Conditioning requested. Upon MCIm's request, the LOC will investigate and will address any AT&T CALIFORNIA non-conditioning related reasons for any No Sync situation, or ensure MCIm's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, AT&T CALIFORNIA does not guarantee the synchronization of any loop.

3.2 Except as provided below, AT&T CALIFORNIA shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in CALIFORNIA providing advanced services or any third party.

3.2.1 In those instances where AT&T CALIFORNIA determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T CALIFORNIA, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T CALIFORNIA will respond to MCIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T CALIFORNIA provides to its advanced services affiliate(s) in that same AT&T CALIFORNIA state. AT&T CALIFORNIA will advise MCIm as soon as possible when AT&T CALIFORNIA is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.3 MCIm shall pay AT&T CALIFORNIA for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and HFPL elsewhere in this Agreement.

4.2 MCIm shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to AT&T CALIFORNIA disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE /SERVICE ASSURANCE

5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T CALIFORNIA that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by AT&T CALIFORNIA as a 'No Trouble Found' (NTF) and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of FCC No. 1; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 MCIm may open a trouble ticket for the RABT via the following two methods:

5.2.1 By calling the Local Operations Center and opening a manual ticket with its specific Conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, MCIm shall request specific Conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T CALIFORNIA LOC. Vendor meet procedures can be found in AT&T CALIFORNIA's CLEC On-Line Handbook.
4. It is MCIm's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by AT&T CALIFORNIA i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCIm's trouble ticket, the trouble ticket will be returned to MCIm for specific information.
5. Any Conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops, and the HFPL, provided for elsewhere in this Agreement.

5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCIm for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:

5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, AT&T CALIFORNIA will use that designation and the initiation of the trouble ticket by MCIm as approval for loop Conditioning and the loop will be conditioned by AT&T CALIFORNIA. MCIm will then be billed and shall pay the Conditioning charges set forth on the attached AT&T CALIFORNIA RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by AT&T CALIFORNIA.

5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT Conditioning for a loop that is less than12, 000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T CALIFORNIA will bill and MCIm shall pay the Conditioning charges set forth on the attached, AT&T CALIFORNIA RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement, for any Conditioning performed by AT&T CALIFORNIA at MCIm's request.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T CALIFORNIA LOC will notify MCIm as soon as the trouble is closed, whether Conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

6.1 The rates that AT&T CALIFORNIA shall charge and MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7. RESERVATION OF RIGHTS/INTERVENING LAW

7.1 The reservation of rights/intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

APPENDIX ACCESS TO 800 DATABASE SERVICE

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1. INTRODUCTION

1.1 MCIm agrees that it does not wish to obtain AT&T CALIFORNIA's 800 Database Access.

911

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1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by AT&T CALIFORNIA to MCIm.

2. DEFINITIONS

2.1 **"911 or E911 Service Provider"** means the entity that provides one or more of the following 911 elements; network, database or CPE.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.

2.6 **"911 or E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.

2.7 **"911 Gateway"** A secure information management system that provides MCIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIm's Data Management System and AT&T CALIFORNIA's E911 Database Management system.

2.8 **"911 or E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.9 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.10 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.11 **"Master Street Address Guide" or "MSAG"** contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911calls.

2.12 **"National Emergency Number Association" or "NENA"** is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.

2.13 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 and E911calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.14 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. BASIC 911 AND E911 GENERAL REQUIREMENTS

3.1 When AT&T CALIFORNIA is the 911 or E911 Service provider, AT&T CALIFORNIA shall provide MCIm with access to and service for 911 and E911.

3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).

3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DBMS to determine to which PSAP to route the call. AT&T CALIFORNIA shall provide ALI interface information and access to the DBMS sufficient, , to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by AT&T CALIFORNIA for its End Users.

3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that AT&T CALIFORNIA provides to itself and others.

3.5 Upon written request, AT&T CALIFORNIA shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the principles expressed in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.6 AT&T CALIFORNIA and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.

3.7 AT&T CALIFORNIA shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T CALIFORNIA is the 911 or E911 Service Provider. AT&T CALIFORNIA shall provide 911 or E911 Service to MCIm as described in this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and AT&T CALIFORNIA is the 911 or E911 Service Provider.

3.8 Intentionally Omitted.

3.9 Intentionally Omitted.

3.10 AT&T CALIFORNIA will forward the ANI it receives from MCIm and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIm, AT&T CALIFORNIA will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIm, but no ALI record is found in the DBMS, AT&T CALIFORNIA will report this "No Record Found" condition to MCIm in accordance with NENA standards.

3.11 Call Routing

3.11.1 Where AT&T CALIFORNIA is the 911 or E911 Service Provider, MCIm will transport 911 and/or E911 calls from each MCIm point of interconnection (POI) to the designated AT&T CALIFORNIA Hub/MUX location that serves a specific 911 Tandem or SR.

3.11.2 AT&T CALIFORNIA will transport MCIm 911 calls from the designated AT&T CALIFORNIA Hub/MUX location for a specified 911 Tandem or SR to that 911 Tandem or SR.

3.11.3 AT&T CALIFORNIA will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.

3.11.4 AT&T CALIFORNIA will forward MCIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

4.1 Where AT&T CALIFORNIA is the 911 or E911 Service Provider, AT&T CALIFORNIA shall cooperate with MCIm to ensure that 911/E911 Service is fully available to all MCIm End User Customers whose telephone numbers have been ported from AT&T CALIFORNIA. AT&T CALIFORNIA shall provide the necessary access for MCIm to update the 911/E911 database with customer information for lines that have been ported.

4.2 AT&T CALIFORNIA shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 or E911 Service. AT&T CALIFORNIA shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911/E911 Service. AT&T CALIFORNIA shall notify MCIm of major network changes impacting MCIm as soon as AT&T CALIFORNIA is aware of such changes.

4.3 AT&T CALIFORNIA shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.

4.4 AT&T CALIFORNIA shall provide to MCIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.

4.5 Where AT&T CALIFORNIA manages the 911/E911 database, AT&T CALIFORNIA shall provide MCIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.

4.6 AT&T CALIFORNIA shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.

4.7 Where AT&T CALIFORNIA is the 911 or E911 Service Provider, AT&T CALIFORNIA shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5. BASIC 911 AND E911 DATABASE REQUIRMENTS

5.1 When AT&T CALIFORNIA is the 911 or E911 Service Provider, and AT&T CALIFORNIA manages the DBMS. The interface to the DBMS must meet all applicable standards.

5.1.1 Where AT&T CALIFORNIA is the 911 or E911 Service Provider and manages the DBMS, AT&T CALIFORNIA shall store MCIm's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCIm's End User Customers served by MCIm's exchange(s)] in the electronic data processing database for the DBMS. AT&T CALIFORNIA shall provide an electronic interface through which MCIm or its representative(s) may provide and update such information.

5.1.2 MCIm shall adopt use of a Company ID on all MCIm End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record for facility configurations.

5.1.3 MCIm or its representatives shall be responsible for providing MCIm's End User 911 Records to AT&T CALIFORNIA for inclusion in AT&T CALIFORNIA's DBMS on a timely basis. AT&T CALIFORNIA and MCIm shall arrange for the automated input and periodic updating of MCIm's End User 911 Records.

5.2 AT&T CALIFORNIA shall coordinate access to the DBMS for the initial loading and updating of MCIm End User Customer 911/E911 Records. Access coordination will include:

5.2.1 AT&T CALIFORNIA provided format requirements and a delivery address for MCIm to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. AT&T CALIFORNIA shall confirm receipt of this data by the next business day by providing MCIm with error and statistical files;

5.2.2 Coordination of error resolution involving entry and update activity;

5.2.3 Assignment of an appropriate ESN for 911 call routing derived from the Master Street Address Guide (MSAG) based on the service address provided by MCIm on each access line;

5.3 AT&T CALIFORNIA shall provide an electronic interface to the ALI/DBMS database (or permit MCIm to provide its own data link to the 911 Gateway that interfaces to the DBMS database), through which MCIm or its agent may provide a daily update of MCIm Customer Information. AT&T CALIFORNIA shall provide MCIm with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T CALIFORNIA shall provide error and statistical files from the DBMS database to MCIm within one (1) business day after MCIm or its agent enters information into the DBMS database.

5.3.1 AT&T CALIFORNIA's ALI database shall accept electronically transmitted files that are based upon NENA standards.

5.4 AT&T CALIFORNIA shall provide MCIm query access to the ALI database, to verify the accuracy of MCIm Customer information, provided that MCIm has access to the 911 Gateway and requests TN and MSAG Query (an on line tool).

5.5 AT&T CALIFORNIA will process MCIm's End User Customer 911/E911 Record updates in the DBMS. AT&T CALIFORNIA will then provide MCIm an error and statistical file. AT&T CALIFORNIA and MCIm shall arrange for the automated input and periodic updating of 911/E911 database information related to MCIm's Customers.

5.6 AT&T CALIFORNIA shall update the ALI database within two (2) business days after receiving the data from MCIm that does not err and passes all DBMS validation parameters.

5.7 If AT&T CALIFORNIA detects an error in the MCIm-provided data, the data shall be returned to MCIm within two (2) business days after it was provided to AT&T CALIFORNIA. MCIm shall respond to requests from AT&T CALIFORNIA to make corrections to database record errors by uploading corrected records within two (2) business days.

5.8 Manual entry shall not be allowed.

5.9 MCIm's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCIm's end user customer records are updated in the DBMS. AT&T CALIFORNIA will provide notification when MCIm's records have been entered into the ALI Database.

5.10 ALI Database discrepancy reports shall be jointly researched by AT&T CALIFORNIA and MCIm. The responsible Party shall take immediate corrective action. AT&T CALIFORNIA agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.

5.11 AT&T CALIFORNIA agrees to treat all data on MCIm's Customers provided under this Appendix as strictly confidential and to use data on MCIm's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the California Public Utilities Commission (CPUC) or Federal Communications Commission (FCC).

5.12 Where MCIm is authorized to provide local telephone exchange service, AT&T CALIFORNIA shall identify which ALI databases cover which counties, or parts thereof, and identify and communicate a point of contact for AT&T CALIFORNIA.

5.13 AT&T CALIFORNIA will provide to MCIm a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCIm. The MSAG will be provided in a media and format usable with personal computers, free of charge once per month. AT&T CALIFORNIA shall cooperate with MCIm to ensure the accuracy of information about MCIm Customers in the ALI database and shall assist in resolving any errors. AT&T CALIFORNIA shall notify the E911 Customer of any errors in the MSAG concerning MCIm Customers. The MSAG will be provided by state.

5.14 Upon request, AT&T CALIFORNIA will provide MCIm a data pull of all MCIm's existing end user records residing in the 911 database at no charge to MCIm upon request.

6. MCIm RESPONSIBILITIES

6.1 Database

6.1.1 MCIm is responsible for providing AT&T CALIFORNIA updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.

6.1.2 MCIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires AT&T CALIFORNIA's participation, MCIm will coordinate with AT&T CALIFORNIA.

6.2 Other

6.2.1 Intentionally Omitted

6.2.2 Intentionally Omitted.

6.2.3 MCIm will be responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on a local service provider and/or end users by any municipality or other governmental entity.

7. METHODS AND PRACTICES

7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.

7.2 MCIm will establish a minimum of two (2) dedicated trunks from MCIm's Switch to each 911 Tandem or Selective Router. MCIm may, at its option, provide its own transport facilities, acquire such transport facilities from AT&T CALIFORNIA through the applicable State Tariff, or obtain them from third parties for transport facilities from MCIm's switch to the POI. MCIm will interconnect transport facilities from MCIm's POI to the designated Hub/MUX locations that serve a specific 911 Tandem or Selective Router acquired from AT&T CALIFORNIA. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).

7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication Pacific Bell/Nevada Bell Landline E911 CCS Network Interface Specification, Issue 1, October, 1999 or any revisions thereto. AT&T CALIFORNIA shall provide MCIm a minimum of ninety (90) days notice of any changes to this document.

7.3 AT&T CALIFORNIA shall assure sufficient capacity at the 911 tandem or SR to meet MCIm's requests for interconnection within thirty (30) business days after receipt of the request. Interconnection to the 911 tandem or SR shall be established through the use of the AT&T CALIFORNIA designated Hub/MUX locations for a specified 911 Tandem or Selective Router to provide path and route diversity.

7.4 AT&T CALIFORNIA will adhere to the principles expressed in the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from an End Office Switch to AT&T CALIFORNIA's SR. AT&T CALIFORNIA will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.

7.5 AT&T CALIFORNIA will provide the order number and circuit identification code in advance of the service due date.

7.6 In the event of an AT&T CALIFORNIA or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.

7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). AT&T CALIFORNIA will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising AT&T CALIFORNIA of the circuit identification when notifying AT&T CALIFORNIA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T CALIFORNIA will refer network trouble to MCIm if no defect is found in AT&T CALIFORNIA's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

8. CONTINGENCY

8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.

8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T CALIFORNIA and MCIm. These specifications shall be documented in the State of California Department of General Services, E911 Emergency Communications Office TD280A form. MCIm shall complete its portion of the TD280A form and submit the TD280A for final approval by the Department of General Services 911 Emergency Communications Office. Once approval is received by the Department of General Services 911 Emergency Communications Office, AT&T CALIFORNIA shall provide MCIm with approval to issue an Access Service Request (ASR) for the service configuration specified.

9. BASIS OF COMPENSATION

9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.

9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

10. LIABILITY

10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.

10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

11. 911 TRUNKING ARRANGEMENTS

11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

APPENDIX WHITE PAGES (WP)

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WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for White Pages Directory Services provided by AT&T CALIFORNIA to MCIm. The terms and conditions for White Pages Directory Services being provided for MCIm's resale end user customers are set forth in Appendix Resale.

2. SERVICE PROVIDED

2.1 AT&T CALIFORNIA publishes alphabetical White Pages (WP) directories for its geographic local service areas. MCIm provides local exchange telephone service and wishes to include listing information for its end users in the appropriate AT&T CALIFORNIA WP directories.

2.2 MCIm also desires distribution to its end users of the WP directories that include listings of MCIm's end users.

2.3 AT&T CALIFORNIA will include in appropriate WP directories the primary alphabetical listings of all MCIm end users located within the local directory scope.

2.4 When MCIm provides its subscriber listing information to AT&T CALIFORNIA listings database, MCIm will receive for its end user, one primary listing in AT&T CALIFORNIA WP directory and a listing in AT&T CALIFORNIA's directory assistance database.

2.5 MCIm shall furnish to AT&T CALIFORNIA, in a form acceptable to both Parties, subscriber-listing information pertaining to MCIm end users located within the local directory scope, along with such additional information as AT&T CALIFORNIA may require to prepare and print the alphabetical listings of said directory. MCIm will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an MCIm end user. MCIm must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.

2.6 MCIm may provide its subscriber listing information to AT&T CALIFORNIA for inclusion in the WP directory via either a mechanical or manual feed of the listing information to AT&T CALIFORNIA's directory listing database. MCIm agrees to submit all listing information via readily accessible, electronic, or other mutually agreed format. Notwithstanding the foregoing, MCIm may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent.

2.6.1 At least sixty (60) calendar days prior to the directory close date for a particular directory, AT&T CALIFORNIA will provide MCIm upon request an electronic verification report, in directory appearance format, of all its subscriber listings as such listings are to appear in the directory. MCIm will make its request for this report at least eighty (80) days prior to the directory close date for a particular directory. MCIm shall review this electronic verification list and shall submit to AT&T CALIFORNIA any necessary additions, deletions or modifications via the appropriate directory listing correction process no less than thirty (30) days prior to the directory close date for that directory, provided that AT&T CALIFORNIA made the electronic verification list available to MCIm in a timely manner as specified above.

2.7 Directories

2.7.1 AT&T CALIFORNIA shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to MCIm's end user customers pursuant to terms and conditions agreed to by the publishing affiliate and MCIm.

2.7.2 Intentionally Omitted

2.7.3 AT&T CALIFORNIA has no obligation to warehouse WP directories for MCIm or provide WP directories to MCIm's end users subsequent to the annual distribution of newly published directories.

2.7.4 MCIm may arrange for additional directory distribution and other services with AT&T CALIFORNIA's directory publishing affiliate.

2.8 AT&T CALIFORNIA will include MCIm's specific information, i.e installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. Such information shall appear in the same manner as such information appears for other CLECs. In order to have such information published, MCIm will provide AT&T CALIFORNIA the information sixty (60) calendar days prior to the directory close date and in accordance with the instructions provided on AT&T CALIFORNIA's CLEC Online Website.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T CALIFORNIA agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include MCIm's subscriber listing information in an area directory, and to handle MCIm's subscriber listing information in the same manner as AT&T CALIFORNIA's subscriber listing information. In exchange for AT&T CALIFORNIA serving as the single point of contact and handling all subscriber listing information equally, MCIm authorizes AT&T CALIFORNIA to include and use MCIm subscriber listing information provided to AT&T CALIFORNIA pursuant to this Appendix in AT&T CALIFORNIA's WP directory, AT&T CALIFORNIA's directory assistance databases, and to provide MCIm subscriber listing information to directory publishers. Included in this authorization is release of MCIm listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3). Also included in this authorization is AT&T CALIFORNIA's use of MCIm's subscriber listing information in AT&T CALIFORNIA's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 AT&T CALIFORNIA further agrees not to charge MCIm 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 MCIm's subscriber list information to directory publishers, MCIm agrees that it will receive no compensation for AT&T CALIFORNIA's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such MCIm subscriber list information shall be intermingled with AT&T CALIFORNIA'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 CALIFORNIA.

3.3 Each time a third party publisher requests MCIm's listings, MCIm shall not be required to submit a letter of authorization.

4. PRICING

4.1 Intentionally Omitted.

4.2 Where a MCIm End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T CALIFORNIA will assess MCIm a charge for such listings in accordance with Appendix Pricing. An additional charge applies when MCIm wishes to list an End User in AT&T CALIFORNIA directory assistance database but does not wish to have its end-user listed in AT&T CALIFORNIA's WP directory. In addition, MCIm may elect to have its End Users unlisted and the listing not published in AT&T CALIFORNIA's WP directory for those nonpublished, nonlisted services in accordance with Appendix Pricing.

APPENDIX LINE SPLITTING

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APPENDIX LINE SPLITTING

1. INTRODUCTION

1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T CALIFORNIA will provide MCIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T CALIFORNIA shall support MCIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.

1.2 The Parties agree that in the event that additions or modifications to AT&T CALIFORNIA Line Splitting processes and procedures result from final outcomes of the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T CALIFORNIA and MCIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.

1.3 AT&T CALIFORNIA shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2. DEFINITIONS

2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 "Line Splitting" is the process in which one CLEC (which may include MCIm or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCIm or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.

2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3. GENERAL TERMS AND CONDITIONS

3.1 Intentionally Omitted.

3.2 AT&T CALIFORNIA will provide MCIm with access to UNE to provide Line Splitting to deploy xDSL technologies. AT&T CALIFORNIA will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T CALIFORNIA does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Whenever MCIm purchases an xDSL Loop, MCIm shall control the entire loop spectrum.

3.7 Intentionally Omitted.

3.8 Intentionally Omitted.

3.9 Intentionally Omitted.

3.10 Intentionally Omitted.

3.11 Intentionally Omitted.

3.12 Intentionally Omitted.

3.13 AT&T CALIFORNIA may not require MCIm to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4. AUTHORIZED ADVANCED SERVICES PROVIDER

4.1 MCIm may identify to AT&T CALIFORNIA one or more CLECs as an authorized advanced services provider which is authorized by MCIm to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCIm ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCIm acknowledges that the AASP is placing the order on MCIm's behalf. Such an Advanced Services Provider shall submit orders on MCIm's behalf using MCIm's ACNA OCN and circuit facilities assignment ("CFA") information.

4.2 Intentionally Omitted.

4.3 MCIm is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.

4.4 Liability and Indemnification for unauthorized use of AT&T CALIFORNIA' OSS is addressed in Appendix OSS.

5. LOOP OFFERING

5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIm for Line Splitting, AT&T CALIFORNIA shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

7.1 Intentionally Omitted.

7.2 Provisioning intervals for xDSL Loops utilized by MCIm for Line Splitting are the same as those set forth in Appendix xDSL.

Line Splitting with a CLEC-Owned Switch. The Parties agree to accept the outcome from the BHC phase of the TRO/TRRO Proceeding regarding the following issue which was deferred from A.05-05-027: (Line Splitting 5) "What terms and conditions should apply for line splitting with a CLEC-owned switch?"

7.3 Intentionally Omitted.

7.4 Intentionally Omitted.

7.5 Intentionally Omitted.

7.6 Intentionally Omitted.

7.7 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.

7.8 Intentionally Omitted.

7.9 Intentionally Omitted.

7.10 If connections to a collocation arrangement must be established or modified, then MCIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8. SERVICE QUALITY AND MAINTENANCE

8.1 Intentionally Omitted.

8.2 AT&T CALIFORNIA will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.

8.3 AT&T CALIFORNIA is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T CALIFORNIA provided equipment. Except as provided herein, MCIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.

8.4 AT&T CALIFORNIA and MCIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T CALIFORNIA perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T CALIFORNIA have any obligation to test, maintain, or repair an MCIm owned, physically collocated Splitter.

8.5 Procedures and Access. AT&T CALIFORNIA will provide resolution of MCIm-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T CALIFORNIA provides to other CLECs or any of its affiliates in CALIFORNIA providing advanced services. When resolving such trouble tickets, AT&T CALIFORNIA shall not rearrange or modify the Loop beyond the original service without prior notification to MCIm.

8.6 AT&T CALIFORNIA will visually inspect all Central Office cross connects placed in association with Line Splitting orders.

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 The Parties agree that AT&T CALIFORNIA shall have no obligation to provide MCIm with Splitters.

9.2 When MCIm is physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.

9.3 When MCIm is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.

9.4 AT&T CALIFORNIA shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

10. SPECTRUM MANAGEMENT

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

11. PRICING

11.1 The applicable rates are as set forth in Appendix Pricing.

12. RESERVATION OF RIGHTS

12.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an MCIm end user located in another ILEC's incumbent local exchange area and terminates to an AT&T CALIFORNIA end user customer located in an AT&T CALIFORNIA local exchange area or;

(ii) Originates from an AT&T CALIFORNIA end user located in an AT&T CALIFORNIA local exchange area and terminates to an MCIm end user customer located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, MCIm intends to operate and/or provide telecommunications services outside of AT&T CALIFORNIA incumbent local exchange areas and desires to interconnect MCIm's network with AT&T CALIFORNIA's network(s).

2.2 Intentionally Omitted.

2.3 Other than as set forth in this Appendix, AT&T CALIFORNIA's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T CALIFORNIA is the ILEC under the Act.

3. NETWORK MANAGEMENT

3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 The Parties agree that AT&T CALIFORNIA's originating traffic destined for MCIm end user customers in another ILEC's exchange will be delivered to MCIm's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIm's traffic originating from another ILEC's exchange and destined for AT&T CALIFORNIA end users will be delivered to MCIm's POI arrangements in the AT&T CALIFORNIA exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCIm and AT&T CALIFORNIA exceeds one DS1 (24 DS0s) to or from an AT&T CALIFORNIA End Office, the Parties agree to establish a direct end office trunk group.

4.2 If MCIm is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, AT&T CALIFORNIA agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCIm will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCIm's

failure to submit an ASR is due to a "facilities-not-available" situation, AT&T CALIFORNIA will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCIm's trunks are operational, AT&T CALIFORNIA's originating Out of Exchange traffic will be rerouted to MCIm's POI according to Section 4.1 above.

4.3 If MCIm is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCIm may route its originating Out of Exchange Traffic to AT&T CALIFORNIA's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCIm will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCIm's failure to submit an ASR is due to a "facilities-not-available" situation, MCIm will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCIm's trunks are operational, MCIm's originating Out of Exchange traffic will be rerouted to MCIm's POI according to Section 4.1 above.

4.4 MCIm shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.

4.5 Intentionally Omitted.

4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend AT&T CALIFORNIA tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.

4.7 Intentionally Omitted.

4.8 Except as set forth in Section 4.3, MCIm may deliver traffic destined to terminate at AT&T CALIFORNIA's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require AT&T CALIFORNIA to deliver traffic destined to terminate at MCIm's switch via a Third Party ILEC's Tandem.

4.9 Connection of a trunk group from MCIm to AT&T CALIFORNIA's tandem(s) will provide MCIm accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 AT&T CALIFORNIA will open MCIm NPA-NXX codes, rated to or identified to reside in non-AT&T CALIFORNIA exchange areas, in AT&T CALIFORNIA Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTERLATA SECTION 251(B)(5) TRAFFIC

9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T CALIFORNIA will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCIm's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the AT&T CALIFORNIA exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an AT&T CALIFORNIA exchange, AT&T CALIFORNIA shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCIm's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T CALIFORNIA will not provision or be responsible for facilities located outside of AT&T CALIFORNIA exchange areas.

9.2 The Parties agree that the associated traffic from each AT&T CALIFORNIA End Office will not alternate route.

9.3 Intentionally Omitted.

9.4 Except as otherwise provided in this Appendix, for MCIm originated/AT&T CALIFORNIA terminated traffic or AT&T CALIFORNIA originated/ MCIm terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND TRUNKING TERMS

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN") rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the

terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order; and

WHEREAS, the Parties have exchanged traffic studies identifying the amount of ISP-bound traffic terminated by each of the Parties.

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

1. The term of this Amendment shall commence on April1, 2005[1] ("Effective Date") and shall continue until June 30, 2007. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date").

   1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future

[1] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after April 1, 2005, it is SBC's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further SBC's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, April 1, 2005 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from April 1, 2005 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from April 1, 2005 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services,* WC Docket 04-36, the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the

Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to the to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions , during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. POI Requirements

4.1. In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.

4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4. through 6. of this Amendment.

4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the

appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:

4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

4.4.6. CLEC may utilize the transport facilities from a third party; or

4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.

4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.

4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.

4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.

4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.

4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing

POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

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

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

7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected

to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. Classifications of Traffic

13.1. Intercarrier traffic includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. "Section 251(b)(5) Traffic" shall mean the traffic lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. "ISP-Bound Traffic" shall mean any ISP traffic that as of the Effective Date of this Amendment is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001). For purposes of this Section 13, intercarrier traffic includes all intercarrier traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

The rates, terms and conditions for ISP-Bound Traffic are set forth in Section 14 of this Amendment.

13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation provided however, that such end users must both be located within the same LATA. Anything to the contrary in this Section 13.2 notwithstanding, if a legally effective decision of the Public Utility Commission of Texas *in Docket No. 28821* entitles ILEC to charge CLEC intrastate switched access charges for Virtual FX traffic terminated by ILEC, ILEC shall be permitted to do so without affecting ILEC'S obligation to pay reciprocal compensation for Virtual FX traffic ILEC terminates to CLEC in Texas.

13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.

13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and future interconnection agreements.

14. Compensation for ISP-Bound Traffic

14.1 This Section 14 includes the rates, terms and conditions for the exchange of ISP-Bound Traffic. For purposes of this Section 14 and Section 16 below, ISP-Bound Traffic includes all ISP-Bound traffic exchanged by the Parties pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

14.2 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and ISP-Bound Traffic is subject to the growth caps, rebuttable presumption and new local market restrictions stated below. Notwithstanding anything to the contrary in this Amendment, the growth caps, new market restrictions and the rebuttable presumption described below apply to CLEC for the term of this Amendment.

14.3 The Parties agree to compensate each other for such ISP-Bound Traffic on a minute of use basis, at $0.0007 per minute of use.

14.4 ISP-Bound Traffic Minutes Growth Cap

14.4.1 On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall compensable ISP-Bound Traffic minutes of use ("Growth Cap"). The Parties agree that the Growth Cap shall be an amount equal to:

1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21, plus all minutes of use terminated by ILEC on behalf of CLEC pursuant to the Parties' COBRA Agreement.[2]

[2] In the event a carrier adopts this ICA and Amendment pursuant to Section 252(i), the growth cap for the adopting carrier shall be: 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21; provided, however, that if such carrier

14.4.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

14.5 Bill and Keep for ISP-Bound Traffic in New Markets

14.5.1 In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.

14.5.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

14.5.3 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

15. Compensation for Section 251(b)(5) Traffic and EAS Traffic

15.1 The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

15.2 The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale,

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also had a COBRA Agreement with SBC which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by SBC on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.

wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching);

- 70% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate;

- 30% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate, tandem switching rate and common transport rates (assuming 15 miles of transport).

15.3 The rates, terms and conditions for optional EAS are set forth in the ICAs.

16. Terms Applicable to Both ISP-Bound and Section 251(b)(5) Traffic

16.1 The Parties agree to compensate each other based upon the amounts of ISP-bound and 251(b)(5) traffic exchanged by the Parties and reflected in traffic studies conducted and exchanged by the Parties prior to the Effective Date of this Amendment. The Parties specifically acknowledge that the compensation for ISP-bound and 251(b)(5) traffic is based on measurements of actual traffic exchanged by the Parties.

16.2 Upon mutual agreement of the Parties in writing, the Parties may implement a single rate for both Section 251(b)(5) and ISP-bound Traffic based upon the percentage of ISP-bound Traffic (compensated at $0.0007 per minute of use) and the percentage of Section 251(b)(5) traffic (70% at the state TELRIC end office rate set forth in Exhibit A and 30% at the state TELRIC tandem rates set forth in Exhibit A).

16.3 Notwithstanding anything to the contrary in this Agreement, either Party may, after this Amendment has been in effect for one (1) year, request that the Parties conduct new traffic studies to determine the proportions of ISP-bound and 251(b)(5) traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies according to the methodology used in the studies described in Section 14.4.2. The Parties shall use the resulting proportions of ISP-bound and 251(b)(5) traffic from the new studies to compensate each other prospectively for local traffic for the remainder of the term of this Amendment. If the Parties can not agree upon the appropriate proportion of ISP-Bound and 251(b)(5) traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound and 251(b)(5) traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as

described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound and 251(b)(5) traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound and 251(b)(5) traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound and 251(b)(5) traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound and 251(b)(5) traffic as ordered by the state Commission.

17. Intrastate Access Rates

17.1 For intrastate intraLATA toll traffic, exchanged pursuant to the ICA's, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for SBC Connecticut) (effective March 11, 2005), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

18. Reservation of Rights

18.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this

Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.

18.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.

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

18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004).

19. Additional Terms and Conditions

19.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and

common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

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

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

19.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.

19.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

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

19.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on April 1, 2005 (the Effective Date).

MCImetro Access Transmission Services LLC	SBC Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas, The Southern New England Telephone Company d/b/a SBC Connecticut, Nevada Bell Telephone Company, d/b/a SBC Nevada, Pacific Bell Telephone Company, d/b/a SBC California, Illinois Bell Telephone Company, d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated, d/b/a SBC Indiana, Michigan Bell Telephone Company, d/b/a SBC Michigan, The Ohio Bell Telephone Company, d/b/a SBC Ohio and Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
By: _____	By: _____
Title: Vice President, Carrier Management	Title: **AVP-Local Interconnection Marketing**
Name: Michael A. Beach	Name: **Mike Auinbauh**
Date: 4/25/05	Date: JUN 0 2 2005

EXHIBIT A

	A	B	C	D	E	F
1	ISP Bound Traffic		$ 0.000700			
2						
3			**Arkansas**	**Kansas**	**Oklahoma**	**Missouri**
4	End Office Switching	Zone 4	n/a	n/a	n/a	$0.002391
5		Zone 3	$ 0.001310	$ 0.001310	$ 0.003800	$0.002807
6		Zone 2	$ 0.001690	$ 0.001690	$ 0.002516	$0.001949
7		Zone 1	$ 0.002530	$ 0.002530	$ 0.002268	$0.001620
8						
9	Tandem Switching		$ 0.000789	$ 0.000789	$ 0.000956	$ 0.001231
10						
11	Common Transport Termination	Zone 4	n/a	n/a	n/a	$0.000132
12		Zone 3	$ 0.000157	$ 0.000157	$ 0.000266	$0.000246
13		Zone 2	$ 0.000171	$ 0.000171	$ 0.000282	$0.000232
14		Zone 1	$ 0.000196	$ 0.000196	$ 0.000499	$0.000155
15		Interzone	$ 0.000186	$ 0.000186	$ 0.000147	$0.000271
16						
17	Common Transport Facility	Zone 4	n/a	n/a	n/a	$0. 0000008
18	Per Minute per Mile	Zone 3	$0.000001	$0.000001	$ 0.000008	$0.0000117
19		Zone 2	$0.000003	$0.000003	$ 0.000049	$0.0000057
20		Zone 1	$0.000006	$0.000006	$ 0.000027	$0.0000016
21		Interzone	$0.000001	$0.000001	$ 0.000002	$0. 0000030
22						
23			**California**	**Nevada**	**Michigan**	
24	End Office Call Set-Up		$ 0.001472	$ -	$ 0.000620	
25	End Office Call Duration		$ 0.001382	$ 0.001610	$ 0.000521	
26						
27	Tandem Switching Set-Up		$ 0.001562	$ -	$ 0.000322	
28	Tandem Switching Duration		$ 0.000461	$ 0.001700	$ 0.000337	
29						
30	Common Transport (Fixed)/Tandem Term Set-up		$ 0.001270	$ 0.007270	$ 0.000077	
31	Tandem Term Duration		n/a	n/a	$ 0.000081	
32	Common Transport (Variable) (per mou per mile)		$ 0.000020	$ -	$ 0.000001	
33						
34						
35			**Illinois**	**Indiana**	**Ohio**	**Wisconsin**
36	End Office Switching		$ 0.003746	$ 0.004097	$ 0.003600	$ 0.004241
37	Tandem Switching		$ 0.001072	$ 0.000307	$ 0.000623	$ 0.000704
38	Tandem Transport Termination		$ 0.000201	$ 0.000102	$ 0.000146	$ 0.000188
39	Tandem Transport Facility Mileage (per mou per mile)		$ 0.000013	$ 0.000005	$ 0.000006	$ 0.000014
40						
41	**Texas**					
42	Call Set-Up		$ 0.0010887			
43	Duration		$ 0.0010423			
44						
45	**Connecticut**					
46	End Office Served Rate		$ 0.003576			
47	Tandem Served Rate		$ 0.005560			

AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND TRUNKING TERMS

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas[1] in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the

[1] The ILECs previously operated under d/b/a's that had "SBC" instead of "AT&T" in the d/b/a names set forth hereinabove.

terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order; and

WHEREAS, the Parties have exchanged traffic studies identifying the amount of ISP-bound traffic terminated by each of the Parties.

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

1. The term of this Amendment shall commence on May 1, 2007[2] ("Effective Date") and shall continue until July 31, 2007. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" entered into by the Parties on April 1, 2005.

    1.1. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment,

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after May 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, May 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from May 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from May 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services,* WC Docket 04-36, the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate

amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to the to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. **POI Requirements**

4.1. In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.

4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.

4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the

appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

4.4. When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

4.4.6. CLEC may utilize the transport facilities from a third party; or

4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.

4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.

4.6. Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.

4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.

4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC’s intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.

4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a “Billing POI” by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a “Billing

POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

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

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

7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected

to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. Classifications of Traffic

13.1. Intercarrier traffic includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. "Section 251(b)(5) Traffic" shall mean the traffic lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. "ISP-Bound Traffic" shall mean any ISP traffic that as of the Effective Date of this Amendment is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001). For purposes of this Section 13, intercarrier traffic includes all intercarrier traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).

The rates, terms and conditions for ISP-Bound Traffic are set forth in Section 14 of this Amendment.

13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation provided however, that such end users must both be located within the same LATA. Anything to the contrary in this Section 13.2 notwithstanding, if a legally effective decision of the Public Utility Commission of Texas *in Docket No. 28821* entitles ILEC to charge CLEC intrastate switched access charges for Virtual FX traffic terminated by ILEC, ILEC shall be permitted to do so without affecting ILEC'S obligation to pay reciprocal compensation for Virtual FX traffic ILEC terminates to CLEC in Texas.

13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.

13.5. Compensation for AT&T-transited minutes of use (MOU) will be governed by the ICAs and future interconnection agreements.

14. Compensation for ISP-Bound Traffic

14.1. This Section 14 includes the rates, terms and conditions for the exchange of ISP-Bound Traffic. For purposes of this Section 14 and Section 16 below, ISP-Bound Traffic includes all ISP-Bound traffic exchanged by the Parties pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).

14.2. The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and ISP-Bound Traffic is subject to the growth caps, rebuttable presumption and new local market restrictions stated below. Notwithstanding anything to the contrary in this Amendment, the growth caps, new market restrictions and the rebuttable presumption described below apply to CLEC for the term of this Amendment.

14.3. The Parties agree to compensate each other for such ISP-Bound Traffic on a minute of use basis, at $0.0007 per minute of use.

14.4. ISP-Bound Traffic Minutes Growth Cap

14.4.1. On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall compensable ISP-Bound Traffic minutes of use ("Growth Cap"). The Parties agree that the Growth Cap shall be an amount equal to:

1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21, plus all minutes of use terminated by ILEC on behalf of CLEC pursuant to the Parties' COBRA Agreement.[3]

[3] In the event a carrier adopts this ICA and Amendment pursuant to Section 252(i), the growth cap for the adopting carrier shall be: 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21; provided, however, that if such carrier also had a COBRA Agreement with AT&T which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by AT&T on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.

14.4.2. ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

14.5 Bill and Keep for ISP-Bound Traffic in New Markets

14.5.1. In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.

14.5.2. Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

14.5.3. The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

15. **Compensation for Section 251(b)(5) Traffic and EAS Traffic**

15.1. The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).

15.2. The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching);

- 70% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate;

- 30% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate, tandem switching rate and common transport rates (assuming 15 miles of transport).

15.3. The rates, terms and conditions for optional EAS are set forth in the ICAs.

16. Terms Applicable to Both ISP-Bound and Section 251(b)(5) Traffic

16.1 The Parties agree to compensate each other based upon the amounts of ISP-bound and 251(b)(5) traffic exchanged by the Parties and reflected in traffic studies conducted and exchanged by the Parties prior to the Effective Date of this Amendment. The Parties specifically acknowledge that the compensation for ISP-bound and 251(b)(5) traffic is based on measurements of actual traffic exchanged by the Parties.

16.2. Upon mutual agreement of the Parties in writing, the Parties may implement a single rate for both Section 251(b)(5) and ISP-bound Traffic based upon the percentage of ISP-bound Traffic (compensated at $0.0007 per minute of use) and the percentage of Section 251(b)(5) traffic (70% at the state TELRIC end office rate set forth in Exhibit A and 30% at the state TELRIC tandem rates set forth in Exhibit A).

16.3. Notwithstanding anything to the contrary in this Agreement, either Party may, after this Amendment has been in effect for one (1) year, request that the Parties conduct new traffic studies to determine the proportions of ISP-bound and 251(b)(5) traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies according to the methodology used in the studies described in Section 14.4.2. The Parties shall use the resulting proportions of ISP-bound and 251(b)(5) traffic from the new studies to compensate each other prospectively for local traffic for the remainder of the term of this Amendment. If the Parties can not agree upon the appropriate proportion of ISP-Bound and 251(b)(5) traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound and 251(b)(5) traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound and 251(b)(5) traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound and

251(b)(5) traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound and 251(b)(5) traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound and 251(b)(5) traffic as ordered by the state Commission.

17. **Intrastate Access Rates**

17.1. For intrastate intraLATA toll traffic, exchanged pursuant to the ICA's, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

18. **Reservation of Rights**

18.1. Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By

entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

18.2. The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.

18.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.

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

18.5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state

regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004).

19. Additional Terms and Conditions

19.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

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

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

19.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.

19.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

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

19.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on May 1, 2007 (the Effective Date).

MCImetro Access Transmission Services LLC	AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company, d/b/a AT&T Nevada, Pacific Bell Telephone Company, d/b/a AT&T California, Illinois Bell Telephone Company, d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated, d/b/a AT&T Indiana, Michigan Bell Telephone Company, d/b/a AT&T Michigan, The Ohio Bell Telephone Company, d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin
By:	By: Rebecca L Sparks
Title: Director	Title: Executive Director - Regulatory
Name: **Peter H. Reynolds**	Name: Rebecca L. Sparks
Date: May 10, 2007	Date: MAY 16 2007

EXHIBIT A

	A	B	C	D	E	F
1	ISP Bound Traffic		$ 0.000700			
2						
3			**Arkansas**	**Kansas**	**Oklahoma**	**Missouri**
4	End Office Switching	Zone 4	n/a	n/a	n/a	$0.002391
5		Zone 3	$ 0.001310	$ 0.001310	$ 0.003800	$0.002807
6		Zone 2	$ 0.001690	$ 0.001690	$ 0.002516	$0.001949
7		Zone 1	$ 0.002530	$ 0.002530	$ 0.002268	$0.001620
8						
9	Tandem Switching		$ 0.000789	$ 0.000789	$ 0.000956	$ 0.001231
10						
11	Common Transport Termination	Zone 4	n/a	n/a	n/a	$0.000132
12		Zone 3	$ 0.000157	$ 0.000157	$ 0.000266	$0.000246
13		Zone 2	$ 0.000171	$ 0.000171	$ 0.000282	$0.000232
14		Zone 1	$ 0.000196	$ 0.000196	$ 0.000499	$0.000155
15		Interzone	$ 0.000186	$ 0.000186	$ 0.000147	$0.000271
16						
17	Common Transport Facility	Zone 4	n/a	n/a	n/a	$0. 0000008
18	Per Minute per Mile	Zone 3	$0.000001	$0.000001	$ 0.000008	$0.0000117
19		Zone 2	$0.000003	$0.000003	$ 0.000049	$0.0000057
20		Zone 1	$0.000006	$0.000006	$ 0.000027	$0.0000016
21		Interzone	$0.000001	$0.000001	$ 0.000002	$0. 0000030
22						
23			**California**	**Nevada**	**Michigan**	
24	End Office Call Set-Up		$ 0.001472	$ -	$ 0.000620	
25	End Office Call Duration		$ 0.001382	$ 0.001610	$ 0.000521	
26						
27	Tandem Switching Set-Up		$ 0.001562	$ -	$ 0.000322	
28	Tandem Switching Duration		$ 0.000461	$ 0.001700	$ 0.000337	
29						
30	Common Transport (Fixed)/Tandem Term Set-up		$ 0.001270	$ 0.007270	$ 0.000077	
31	Tandem Term Duration		n/a	n/a	$ 0.000081	
32	Common Transport (Variable) (per mou per mile)		$ 0.000020	$ -	$ 0.000001	
33						
34						
35			**Illinois**	**Indiana**	**Ohio**	**Wisconsin**
36	End Office Switching		$ 0.003746	$ 0.004097	$ 0.003600	$ 0.004241
37	Tandem Switching		$ 0.001072	$ 0.000307	$ 0.000623	$ 0.000704
38	Tandem Transport Termination		$ 0.000201	$ 0.000102	$ 0.000146	$ 0.000188
39	Tandem Transport Facility Mileage (per mou per mile)		$ 0.000013	$ 0.000005	$ 0.000006	$ 0.000014
40						
41	**Texas**					
42	Call Set-Up		$ 0.0010887			
43	Duration		$ 0.0010423			
44						
45	**Connecticut**					
46	End Office Served Rate		$ 0.003576			
47	Tandem Served Rate		$ 0.005560			

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CBEYOND COMMUNICATIONS, LLC

On November 08, 2007, Cbeyond Communications, LLC ("CLEC") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the interconnection agreement, as amended, between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T California") and MCImetro Access Transmission Services LLC. Upon approval by the Public Utilities Commission of the State of California, the agreement so requested by CLEC will become the interconnection agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between AT&T California and Cbeyond Communications, LLC. Pursuant to this Amendment, the Agreement is hereby amended as follows:

(1) Appendix Reciprocal Compensation, currently incorporated into the Agreement, is hereby removed from the Agreement in its entirety. In addition, the 1st Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.

(2) The Negotiated Intercarrier Compensation All Traffic Bill and Keep Appendix and Pricing, which are attached hereto and incorporated herein by this reference, are hereby added to the Agreement.

(3) The Appendix NIM (Network Interconnection Methods), which is attached hereto and incorporated herein by this reference, replaces the existing Appendix Network Interconnection Methods/Interconnection Trunking.

(4) The Appendix ITR (Interconnection Trunking Requirements), which is attached hereto and incorporated herein by this reference, replaces the existing Appendix Network Interconnection Methods/Interconnection Trunking.

(5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

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

(8) This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California and shall become effective upon approval by such Commission.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

Cbeyond Communications, LLC

By: _____

Name: William H. Weber
(Print or Type)

Title: VP & Corporate Counsel
(Print or Type)

Date: 11/26/2007

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

By: _____

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

Title: **Director - Contract Management**
(Print or Type)

Date: 11-30-07

UNE OCN#
RESALE OCN#

FACILITIES-BASED OCN # *206C*
ACNA *BYG*

APPENDIX
INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ALL ISP-BOUND and SECTION 251(b)(5) TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CBEYOND, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).

1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CBEYOND from **AT&T CALIFORNIA** on a wholesale basis.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **AT&T CALIFORNIA** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing **AT&T CALIFORNIA**'s Resale Service.

1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

2.1 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

2.2 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

3. RESPONSIBILITIES OF THE PARTIES

3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.3 Intentionally left blank.

3.4 For those usage based charges where actual charge information is not determinable by **AT&T CALIFORNIA** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.

3.5 CBEYOND has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CBEYOND's traffic and such other carriers' traffic, including without limitation any where CBEYOND originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from **AT&T CALIFORNIA** on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its End Users. In no event will **AT&T CALIFORNIA** have any liability to CBEYOND or any third party if CBEYOND fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CBEYOND does not have a traffic compensation agreement, CBEYOND will indemnify, defend and hold harmless **AT&T CALIFORNIA** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CBEYOND will bill their respective charges directly to each other. **AT&T CALIFORNIA** will not be required to function as a billing intermediary, e.g., clearinghouse. **AT&T CALIFORNIA** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.

3.7 Intentionally left Blank.

3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by **AT&T CALIFORNIA** pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC". The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CBEYOND operating within **AT&T CALIFORNIA**'s incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **AT&T CALIFORNIA**. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an **AT&T CALIFORNIA** End User located in an **AT&T CALIFORNIA** local exchange area or;

(ii) Originates from an **AT&T CALIFORNIA** End User located in an **AT&T CALIFORNIA** local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC

4.1 Wireline Section 251(b)(5) Traffic shall mean telecommunications traffic, in which the originating End User of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CBEYOND and **AT&T CALIFORNIA** in which the originating End User of one Party and the ISP served by the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

4.3 In states in which **AT&T CALIFORNIA** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.8.4 of this Appendix.

4.4 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic

CBEYOND has elected long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between **AT&T CALIFORNIA** and CBEYOND in **AT&T CALIFORNIA** so long as qualifying traffic between the parties remains in balance in accordance with this Section 4.4 Long-Term Local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in Sections 4.1 and 4.2 of this Attachment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic, MCA Traffic or Optional EAS Traffic.

4.4.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance". In- balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).

4.4.2 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end user's terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

4.4.3 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, then upon notice by either Party, the terms and conditions set forth in Section 5.8.2 shall apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic beginning with the billing cycle following receipt of such notice.

4.4.4 Once the rates found in Section 5.8.2 apply to the Parties Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.

4.4.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

4.4.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable.

4.4.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

4.4.8 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in 9.1 of the General Terms and Conditions of this Agreement.

4.4.8.1 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

4.4.8.2 The audit provisions set out in Sections 4.4.7 through 4.4.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

5. COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC

5.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 4 above and has exceeded the specified thresholds set forth in Sections 4.4.1 and 4.4.2. This Section 5 applies to Out-of-Balance traffic.

5.2 **AT&T CALIFORNIA** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

5.3 **AT&T CALIFORNIA** and CBEYOND agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **AT&T CALIFORNIA** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP - Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

5.3.1 Should a regulatory agency, court or legislature change or nullify the **AT&T CALIFORNIA**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the

Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **AT&T CALIFORNIA**, CBEYOND and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

5.3.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **AT&T CALIFORNIA**, CBEYOND, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

5.4 In **AT&T CALIFORNIA** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 4.2 will be compensated at the rate set forth in Section 5.8.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state if such traffic does not meet the in-balance requirements set forth in Section 4.4 above. The Parties acknowledge that **AT&T CALIFORNIA** has made such offer in its respective state California effective on and after August 1, 2003.

5.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from **AT&T CALIFORNIA**), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:

5.5.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

5.5.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

5.5.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.6 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from **AT&T CALIFORNIA**), the following end office switching rate elements are applicable on a terminating MOU basis:

5.6.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.7 Tandem Interconnection Rate Application

5.7.1 For CBEYOND traffic that terminates to **AT&T CALIFORNIA**, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For **AT&T CALIFORNIA** traffic that terminates to CBEYOND, the tandem interconnection rate shall apply only when CBEYOND's switch is serving a specific LATA that has been determined to have the same or greater geographic scope as a similarly-situated AT&T Tandem Switch serving the same LATA. Where CBEYOND has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by **AT&T CALIFORNIA**'s tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), CBEYOND shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 5.6.1 above.

5.7.2 For purposes of this Section 5.7.2, a switch actually serves a geographic area comparable to the area served by **AT&T CALIFORNIA**'s tandem when:

(i) a CLEC deploys a switch to serve [this] area;

(ii) a CLEC has obtained NPA and NXXs to serve the exchanges within this area; and

(iii) a CLEC can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

5.7.3 If a CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

5.7.4 Based on the specific architecture of the CBEYOND network and the geographic area served by the CBEYOND network, the Parties agree that CBEYOND's switch meets the criteria set forth in 5.7.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from a CBEYOND end user that terminates to an **AT&T CALIFORNIA** end users as follows:

(i) Seventy percent (70%) of **AT&T CALIFORNIA**'s Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to CBEYOND's End Users shall be compensated at the end office switching rate as set forth in Appendix Pricing.

(ii) Thirty percent (30%) of **AT&T CALIFORNIA**'s Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to CBEYOND's End Users shall be compensated at a tandem blended rate calculated as follows:

[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]

5.7.4.1 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 5.5 above.

5.7.4.1.1 In the event that the California Public Utilities Commission should address subsequent to the Effective Date of this Agreement (by order, decision, rulemaking or otherwise) the application of end office switching rates and tandem switching rates for CLECs whose switch serves a geographic area comparable to that of **AT&T CALIFORNIA**'s tandem, the Parties agree to modify the percentages of **AT&T CALIFORNIA**'s Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to CBEYOND's End Users and compensable at the end office switching rates and at a tandem blended rate, as more fully set forth in Section 5.7.4 (i) and (ii) of this Attachment. In order to implement such modification, the Party seeking to modify the percentages must provide written notice to the other Party, detailing the reason(s) as to why such percentages should be modified, including citation(s) to the relevant Commission decision(s), order(s) and/or rules. Thereafter, the Parties shall

meet to negotiate the requested modification for incorporation into this Agreement by amendment. If the Parties disagree as to the need for any modification of the percentages, or as to the terms of any amendment incorporating any modification of the percentages, such dispute shall be subject to the dispute resolution provisions of this Agreement. Any modification to the percentages shall be implemented upon approval of an amendment incorporating the modification by the Commission and the modified percentages shall be applicable on a prospective basis only. In the event the relevant Commission decision(s), order(s) and/or rule(s) serving as the basis for the modification of the percentages shall be changed, modified, stayed or overturned on appeal, the Parties agree to incorporate such change, modification, stay or appellate result pursuant to the procedures identified in this Section 5.7.4.1.1.

5.7.5 Should disputes arise regarding whether a CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an **AT&T CALIFORNIA** tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if a CLEC demonstrates that its switch is actually serving a geographic area comparable to the **AT&T CALIFORNIA**'s tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

5.8 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

5.8.1 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5.8.2 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **AT&T CALIFORNIA** has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

5.8.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at $.0007 per minute of use.

5.8.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

5.8.4 ISP-Bound Traffic Rebuttable Presumption

5.8.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.8. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.8.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.8.5 For purposes of this Section 5.8, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13 below.

5.8.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties each at the rate set forth in Section 5.8.2.

5.9 Intercarrier Compensation for Wholesale Local Switching Traffic

5.9.1 Where CBEYOND purchases any wholesale local switching from **AT&T CALIFORNIA** on a wholesale basis, CBEYOND will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end users served by such arrangements. **AT&T CALIFORNIA** is required to provide CBEYOND with timely, complete and correct information to enable CBEYOND to meet the requirements of this section.

5.9.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **AT&T CALIFORNIA** and CBEYONDs when CBEYOND purchases wholesale local switching from **AT&T CALIFORNIA** on a wholesale basis:

5.9.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T CALIFORNIA** and CBEYOND, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

5.9.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T CALIFORNIA** and CBEYOND where CBEYOND's end user originates a call that is terminated to a **AT&T CALIFORNIA** end user, CBEYOND shall pay the rate set forth in Section 5.8.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

5.10 For purposes of this Section 5.9, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13 below.

5.10.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.8.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **AT&T CALIFORNIA**.

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

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6.2.6 Segregating and Tracking FX Traffic

6.2.6.1 For **AT&T CALIFORNIA**, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **AT&T CALIFORNIA**, where such traffic is subject to a Bill and Keep arrangement.

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6.2.6.5 Either Party may request an audit of the FX Usage Summary on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that

could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

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9. PRIMARY TOLL CARRIER ARRANGEMENTS

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and **AT&T CALIFORNIA** is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

(i) **AT&T CALIFORNIA** shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CBEYOND as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **AT&T CALIFORNIA** shall pay the CBEYOND on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CBEYOND's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **AT&T CALIFORNIA** Intrastate Access Service Tariff in the respective state; and/or

(ii) **AT&T CALIFORNIA** shall deliver such IntraLATA toll traffic that originated from CBEYOND and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CBEYOND shall pay **AT&T CALIFORNIA** for the use of its facilities at the rates set forth in **AT&T CALIFORNIA**'s Intrastate Access Service Tariff. CBEYOND shall pay the ILEC for the termination of such traffic originated from CBEYOND.

10. INTRALATA 800 TRAFFIC

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

11.8 **AT&T CALIFORNIA** and CBEYOND agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. INTRALATA TOLL TRAFFIC COMPENSATION

12.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an **AT&T CALIFORNIA**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

12.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be

originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **AT&T CALIFORNIA**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

13. BILLING ARRANGEMENTS FOR TERMINATION OF OUT OF BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

13.1 In **AT&T CALIFORNIA**, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

13.1.1 Where CBEYOND is using terminating recordings to bill intercarrier compensation, **AT&T CALIFORNIA** will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an **AT&T CALIFORNIA** non-resale offering whereby **AT&T CALIFORNIA** provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CBEYOND may use to bill such originating carrier for MOUS terminated on CBEYOND's network.

13.2 For those usage based charges where actual charge information is not determinable by **AT&T CALIFORNIA** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

13.2.1 CBEYOND and **AT&T CALIFORNIA** agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

13.3 In states in which **AT&T CALIFORNIA** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, **AT&T CALIFORNIA** and CBEYOND agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic at the rates set forth in Sections 5.4 through 5.6 if such traffic does not meet the in-balance requirements set forth in Section 4.3 above.

13.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.5 If ISP-Bound Traffic does not meet the in-balance requirements set forth in Section 4.3 above, then all ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes

of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

13.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

13.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

14.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

15. SWITCHED ACCESS TRAFFIC

15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T CALIFORNIA**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CBEYOND End User that obtains local dial tone from CBEYOND where CBEYOND is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CBEYOND and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

15.3 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

16. ALTERNATE TANDEM PROVIDER

16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CBEYOND with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with **AT&T CALIFORNIA** to (i) **AT&T CALIFORNIA**'s End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from **AT&T CALIFORNIA** purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

16.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CBEYOND), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.

16.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CBEYOND), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), **AT&T CALIFORNIA** as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from **AT&T CALIFORNIA** purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CBEYOND uses an Alternate Tandem Provider.

16.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CBEYOND functioning as the Third Party Originating Carrier to an End User of **AT&T CALIFORNIA** who is functioning as the Third Party Terminating Carrier, CBEYOND is responsible for all Minutes of Use ("MOUs") billed by **AT&T CALIFORNIA** for the termination of such traffic.

		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
6	**RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION**	**USAGE**		
8	**Tandem Switching**			
9	Setup per completed call (Setup per Call)	0.000		
10	Holding term per MOU (MOU)	0.000		
12	**Common Transport**			
13	Fixed Mileage per MOU (Fixed Mileage)	0.000		
14	Variable Mileage per MOU per Mile (Variable Mileage)	0.000		
16	**Basic Switching - Interoffice - Terminating**			
17	Interoffice - Terminating			
18	Setup per Call	0.000		
19	Holding term per MOU (MOU)	0.000		
21	**COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE' SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC**			
22	**Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU**	$ 0.0007		

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **AT&T-13STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.5 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.6 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.9 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.11 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.12 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.13 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.14 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.15 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.16 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.17 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.18 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.19 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.20 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.21 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.22 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.23 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.24 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.25 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.26 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the **AT&T SOUTHWEST REGION 5-STATE** as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in **AT&T-2STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T CONNECTICUT**.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one **AT&T-13STATE** local calling area and the local calling area of another **AT&T-13STATE** or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and **AT&T-12STATE** End Users. In **AT&T CONNECTICUT** these trunk groups will carry the same type of traffic, but they will be established and used as one-way.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via **AT&T-13STATE** Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from **AT&T-13STATE** where **AT&T-13STATE** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. **AT&T-13STATE** shall issue ASRs for one-way trunk groups originating at the **AT&T-13STATE** switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate **AT&T-13STATE** Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an **AT&T-12STATE** Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an **AT&T-12STATE** Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Local Interconnection Trunk Groups in **AT&T CONNECTICUT** must be ordered and provisioned as one-way to accommodate billing and technical limitations.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

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

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AT&T-13STATE** deploys in its network Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE**) Local/Access Tandem Switches and Access Tandem Switches. In addition **AT&T-13STATE** deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in **AT&T CONNECTICUT**, **AT&T MIDWEST REGION 5-STATE**, and **AT&T-2STATE**. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each **AT&T-13STATE** End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in **AT&T SOUTHWEST REGION 5-STATE**. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the **AT&T SOUTHWEST REGION 5-STATE**, CLEC shall establish a Local Interconnection Trunk Group to each **AT&T-13STATE** End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective **AT&T-13STATE** Local Tandem on the trunk groups defined below. **AT&T-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **AT&T-13STATE** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in **AT&T CONNECTICUT**) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **AT&T-13STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **AT&T-13STATE** Local Tandem. If an **AT&T-13STATE** End Office does not subtend an **AT&T-13STATE** Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by **AT&T-13STATE** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the **AT&T-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in **AT&T CONNECTICUT**).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T CONNECTICUT**

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any **AT&T-13STATE** switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – **AT&T-2STATE**

4.5.2.1 When Interconnecting at **AT&T-2STATE**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at **AT&T CALIFORNIA**'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at **AT&T CALIFORNIA**'s 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and **AT&T-13STATE** End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: **AT&T SOUTHWEST REGION 5-STATE**.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each **AT&T SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 **AT&T SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an **AT&T SOUTHWEST REGION 5-STATE** End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the **AT&T SOUTHWEST REGION 5-STATE** End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each **AT&T SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When **AT&T SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the **AT&T SOUTHWEST REGION 5-STATE** Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, **AT&T-2STATE**

5.3.1 Tandem Trunking – **AT&T-2STATE** and **AT&T MIDWEST REGION 5-STATE**

5.3.1.1 In **AT&T-2STATE** and **AT&T MIDWEST REGION 5-STATE**;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all **AT&T MIDWEST REGION 5-STATE** End Offices that

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

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

5.3.2 Tandem Trunking – **AT&T CONNECTICUT**

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

5.3.3 Direct End Office Trunking

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

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

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

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

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

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

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

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

5.5.1 If CLEC chooses **AT&T-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AT&T-13STATE** Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that **AT&T-13STATE** perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **AT&T-13STATE** over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **AT&T-13STATE**'s Access or Local/Access Tandem Switch. Calls will be routed to **AT&T-13STATE** over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **AT&T-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **AT&T-13STATE** E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 In **AT&T CONNECTICUT** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

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

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

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

5.7.2 This group shall be sized as follows:

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

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

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

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

5.8 Operator Services/Directory Assistance Trunk Group(s)

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

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

5.8.2.1 Directory Assistance (DA)

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

5.8.2.2 Directory Assistance Call Completion (DACC)

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

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

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

5.8.2.4 Operator Assistance (0+, 0-)

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

5.8.2.5 Digit-Exchange Access Operator Services Signaling

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

5.8.2.6 OS Questionnaire

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

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

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

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

6.2 The semi-annual forecasts shall include:

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

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

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

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

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

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

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

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

TABLE 1

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

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

8. TRUNK SERVICING: AT&T-13STATE

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

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **AT&T-13STATE** will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, **AT&T-13STATE** is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. **AT&T-13STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

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

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

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

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

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

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

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

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

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

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

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

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

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

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

10.2 Expansive Controls

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

10.3 Mass Calling

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

11. OUT OF EXCHANGE TRAFFIC

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

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.11 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.

1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

1.25 **AT&T-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

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

interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the **AT&T-13STATE** network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **AT&T-13STATE**.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an **AT&T-13STATE** area defined by the sum of all local calling areas served by **AT&T-13STATE** End Offices that subtend an **AT&T-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **AT&T-13STATE**'s network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single point of interconnection within a LATA on **AT&T-13STATE**'s network that is established to interconnect **AT&T-13STATE**'s network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an **AT&T-13STATE** TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that **AT&T-13STATE** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an **AT&T-13STATE** End Office in a local calling area not served by an **AT&T-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **AT&T-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

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

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

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

3.2 Virtual Collocation

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

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between **AT&T-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **AT&T-13STATE** Tandem or End Office building within each local exchange area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, and **AT&T-2STATE**).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-13STATE** designated) manhole at the **AT&T-13STATE** Tandem or End Office building. **AT&T-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **AT&T-13STATE** to pull through to the **AT&T-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **AT&T-13STATE** shall take the fiber from the manhole and terminate it inside **AT&T-13STATE**'s office at the cable vault at **AT&T-13STATE**'s expense. In this case the POI shall be at the **AT&T-13STATE** designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and **AT&T-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength

necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **AT&T-13STATE** area, CLEC shall provide written notice to **AT&T-13STATE** of the need to establish Interconnection in each local exchange area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T-2STATE**, **AT&T CONNECTICUT** and **AT&T MIDWEST REGION 5-STATE**).CLEC shall provide all applicable network information on forms acceptable to **AT&T-13STATE** (as set forth in AT&T's CLEC Handbook, published on the CLEC website).

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CBEYOND COMMUNICATIONS, LLC

This Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 ("Amendment") is by and between Cbeyond Communications, LLC ("CLEC"), and Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California"), a California corporation, (collectively referred to as "Parties").

WHEREAS, AT&T California and certain CLECs engaged in negotiations of collocation rates and charges to replace certain interim rates and charges for collocation in California; and

WHEREAS, as the result of said negotiations AT&T California and all interested CLECs entered into a negotiated Settlement Agreement ("Settlement Agreement") which was approved by the Public Utilities Commission of the State of California ("CA-PUC" or "Commission") in D.07-03-004 ("Decision") dated March 01, 2007.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Interconnection Agreement ("Agreement") to modify the existing collocation rates and charges.

1.1 **Collocation Rates and Charges**

Collocation arrangements will be billed as set forth below on a going-forward basis commencing on the Amendment Effective Date by the Commission.

1.1.1 For existing collocation arrangements or augments billed under the FCC Tariff 128 (now renamed FCC 1), and/or CA-PUC-approved 175-T tariff and/or 175-T discounted tariff, the respective tariff rates and charges will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.2 For existing collocation arrangements or augments, including cageless collocation arrangements, billed under existing CA-PUC-approved interconnection agreements or under AT&T Accessible Letters ("AL") AL CLECC00-064, AL CLECC00-111, and AL CLECC99-200, the respective rates and charges therein will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.3 CLEC may elect the AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) rates and charges on a going forward basis for all of its collocation arrangements. For avoidance of doubt, the parties agree that an election under this provision will result in the application of rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111(for fiber-based collocation elements) on all of CLEC's existing collocation arrangements. CLEC and AT&T California further agree to execute appropriate amendments to reflect such an election.

1.1.4 For orders for new collocation arrangements and/or augments to existing arrangements placed after the date of approval of the Settlement Agreement by the CA-PUC, the rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) will apply on a going forward basis as set forth in Section 2.1.

1.1.5 For all existing and all new collocation arrangements and/or augments for which AT&T California has been charging or would otherwise attempt to charge for power on both feeds (A & B feed) into the DC Power Delivery arrangement, AT&T California agrees to eliminate the charge for redundant power, if any, on a prospective basis, as of the date of approval of the Settlement Agreement by the CA-PUC. The Parties further agree that they may voluntarily enter into negotiations regarding DC Power Delivery billing and rating issues (not involving actual rates and charges) upon mutual agreement after the approval of the Settlement Agreement by the CA-PUC.

2.1 **Fixed Rates and Charges**

2.1 The Parties agree that the rates and charges referenced in Section 1.1 above, for existing and prospective collocation arrangements, will be fixed for a period of three years beginning on March 01, 2007 which is the date that the CA-PUC approved the Settlement Agreement. Upon expiration of this three-year period, all rates and charges shall convert to the rates and charges in AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or ordered by the CA-PUC; provided, however, that the elimination of the charge for redundant power addressed in Section 1.1.5 above shall remain in effect after the expiration of this three-year period, unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as so ordered by the CA-PUC. Parties may not request a change in collocation rates and charges during this three-year period of time, commencing on the date of the approval of the Settlement Agreement by the CA-PUC.

3.1 **True-up Waiver and Civil Code Section 1542 Release and Discharge**

The Parties acknowledge and agree to a waiver of true-up rights, a release and discharge pursuant to Section 1542 of the California Civil Code and reservation of rights as set forth and limited in sections III and IV of the Settlement Agreement.

4.1 **Miscellaneous Provisions**

4.1.1 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 provisions with similar purposes. 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.

4.1.2 Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged.

4.1.3 This Amendment shall be filed with the CA-PUC and shall become effective the day the CA-PUC approves the Amendment, or, absent such CA-PUC approval, the date this Amendment is deemed approved by operation of law (the "Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CA-PUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

4.1.4 This Amendment shall 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, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.5 If the underlying Agreement or any future interconnection agreements(s) expire sooner than March 01, 2010, the Parties agree that this Amendment shall not extend or otherwise alter the term and termination rights of the underlying Agreement or any future interconnection agreements(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.6 Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreement(s), will be governed by the provisions of this Amendment above.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 30th day of November, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

Cbeyond Communications, LLC

Signature: _____

Name: William H. Weber

(Print or Type)

Title: VP & Corporate Counsel

(Print or Type)

Date: 11/26/2007

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

Signature: _____

Name: Eddie A. Reed, Jr.

(Print or Type)

Title: Director - Contract Management

(Print or Type)

Date: 11-30-07

UNE OCN#

RESALE OCN#

FACILITIES-BASED OCN# *206C*

ACNA *BYG*

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2010

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 38241	**Requested Effective Date:** October 31, 2010	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2011 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) ALJ-181

Affected services:
(Other services affected, pending or replacement AL filings)

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*)

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
***and if you have email capability, ALSO email to*:**
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2010

U 1001 C
Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of: http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

regtss@att.com
ajbily@aol.com
angelika.jacob@verizon.com
anitataffrice@earthlink.net
bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mariacarbone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lssi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelphone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1reguulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcomsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY[1] d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[2]

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

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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

[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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. 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 approval by such Commission.

22 State Generic Attachment Number	GENERIC TERMINOLOGY		Current 2010 Recurring Rate	2011 Modified Recurring Rate
	NETWORK ELEMENTS			
	LOOPS **OANAD Terminology - LINKS)**			
13		2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	$ 0.52	0.52
	DS3 Loop			
13		Zone 1	$ 474.73	471.17
13		Zone 2	$ 702.79	697.52
13		Zone 3	$ 1,388.30	1377.89
13		Statewide	$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 13.34	13.24

13		IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 27.01	26.81
13		IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 12.25	12.16
	Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
	DS-0			
		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 4.52	4.49
		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.01	0.01
13	DS-1			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
13				
13	DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

September 30, 2011

U 1001 C
Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.
Index= 1.5%-2.25% = -0.75%
Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California



Executive Director

Attachment

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.com	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990 ext 236
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kross@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.com	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	Beth_Choroser@comcast.com	215-286-5039	215-286-7893
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrolton	TX	75006	chuck.hartley@dpitelecon nect.com	(972) 488-8676	(972) 488-5500
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	jjoxley@integratelecom.com	(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcrossing.com	(585) 334-0201	(585) 255-1426
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.com	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercube-llc.com	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	jpalmer@telava.com	(847) 685-8944	(847) 685-8914
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.com	(720) 888-5134	(720) 888-2620
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683		(727) 738-5554	(727) 738-5553
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(559) 447-2121	(559) 447-2100
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	rgeorge@ipnetworksinc.com	(562) 494-4977	(949) 922-5432
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043		(678) 985-6213	(678) 985-7900
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	harris@lssi.net	(732) 512-2103	(732) 512-2100
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	sklopack@matrixbt.com	(214) 432-1576	(214) 432-1468
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	daro@mettel.net	(212) 635-5074	(212) 607-2003
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	sthomas@tminc.com	(407) 740-0613	(407) 740-8575
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public	620 Third St		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	mike@navtel.com	(501) 954-1602	(501) 954-4000
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	pbewick@newedgenetworks.com	360-737-0828	360-906-9775
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	rmuench@cleartel.com	(561) 454-5078	(561) 454-5041
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	kris@lokt.net	(510) 868-8418	(510) 285-8010
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	todd@nccom.com		(619) 364-4750
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	ahanson@o1.com	(916) 554-2180	(916) 554-2115
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	Al.Finnell@paetec.com		(704) 319-1946
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	pclark@paxio.com	(949) 200-6062.	(408) 343-8206
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	Pbarfield@Accutel.net	214-630-6759	214-630-9273

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelphone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcomsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcom.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1reguulatory@gmail.com	(618) 623-2301	(618) 623-2300 X 1189
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcomsolutions.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Rhaphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	greg.m@socaltelephone.com	(951) 693-1550	(951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751			
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"). [1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace **AT&T California** Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the **AT&T California** Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached **AT&T California** Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

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 approval by such Commission.

GENERIC TERMINOLOGY		Current Recurring Rate	2011 CALTEL Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	$ 0.52	0.52
DS3 Loop			
	Zone 1	$ 474.73	471.17
	Zone 2	$ 702.79	697.52
	Zone 3	$ 1,388.30	1377.89
	Statewide	$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 13.34	13.24

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 12.25	12.16
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23

	PSD #2 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #3 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #3 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #3 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #4 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #4 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #4 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #5 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #5 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #5 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #7 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #7 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #7 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	$ 20.15	20.00
	PSD #3 - 4-Wire xDSL Loop Zone 2	$ 24.38	24.20
	PSD #3 - 4-Wire xDSL Loop Zone 3	$ 36.41	36.14
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	$ 22.41	22.24

GENERIC TERMINOLOGY		Current 2011 Recurring Rate	2012 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	36.14	35.87

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	48.30	47.94

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.77	4.73
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2012

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	525 Market Street, #1944	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94105	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 41216	**Requested Effective Date**: October 31, 2012	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	**No. Tariff Sheets:**

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev ($) _____

Subject of filing:
(Service(s) included) Amendment for 2013 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
***and if you have email capability, ALSO email to*:**
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2012

U 1001 C
Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1
Index= 2.1%-2.25% = -0.15%
Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Competisys Corporation
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Fones4All Corporation
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Planet Telesis, Inc.
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

3.

AT&T CALIFORNIA

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon Avenue Corporation
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
daguirre@telscape.net
deyoung@caltel.org
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
norbe@dwt.com
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfiled	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrolton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@impulse.net
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lssi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Aurora Ares	Assistant General Counsel	433 E. Las Colinas Blvd.	Suite 400	Irving	TX	75039	214-254-3813	(214) 432-1576	aares@americatel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-8575	(407) 740-0613	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-362-5712	781-622-2114	phintz@corp.earthlink.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 476-8591	(512) 477-8657	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2300 x 1133	818-623-2501	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Interconnection Services		4001 Rodney Parham Road	Mailstop: 1170 B1F2-12A	Little Rock	AR	72212	501-748-7000		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelphone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Jeffrey (Jeff) T Nodland	Assoc Gnrl Cnsl - WLSL	1801 California Street	9th Floor	Denver	CO	80202-2658	(303) 992-5764	(303) 896-1107	Jeff.Nodland@CenturyLink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	3300 E. Renner Rd.	Suite 350	Richardson	TX	75082	214-495-4847	214-495-4790	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1597	916-786-1877	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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.
6. 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 approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **(OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
(OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment

Contract Number: 19169

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

CBEYOND COMMUNICATIONS, LLC

Signature: eSigned - William H. Weber

Name: eSigned - William H. Weber
(Print or Type)

Title: SVP & General Counsel
(Print or Type)

Date: 30 Oct 2013

Cbeyond Communications, LLC

Signature: eSigned - Kristen E. Shore

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

Title: Director
(Print or Type)

Date: 01 Nov 2013

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	- - -	- - -	206C

Description	ACNA Code(s)
ACNA(s)	BYG

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CBEYOND COMMUNICATIONS, LLC

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and Cbeyond 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 California.

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"), effective 1/19/2008 and further amended from time to time (the "Agreement"); and

WHEREAS, said Agreement included the ruling from the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California ("District Court") issued an order reversing, in part, the CA-PUC's Decision; and

WHEREAS on March 4, 2010, the United States Court of Appeals for the Ninth Circuit issued an order affirming the District Court's Order on the DS1 Cap Rule; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Courts' decisions;

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

1. The Appendix Lawful UNEs to this Agreement is amended as stated below:

   The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 15.3.1;

2. For purposes of this Agreement, the AT&T Notice information as set forth in the General Terms and Conditions has been changed to the following:

   Contract Administration
   ATTN: Notices Manager
   Four AT&T Plaza, 19th Floor
   311 Akard Street
   Dallas, TX 75202-5398

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

5. 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 ("Effective Date").

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

AT&T Wholesale Amendment

Contract Number: 19170

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

CBEYOND COMMUNICATIONS, LLC

Signature: eSigned - William H. Weber

Name: eSigned - William H. Weber
(Print or Type)

Title: SVP & General Counsel
(Print or Type)

Date: 30 Oct 2013

Cbeyond Communications, LLC

Signature: eSigned - Kristen E. Shore

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

Title: Director
(Print or Type)

Date: 01 Nov 2013

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	- - -	- - -	206C

Description	ACNA Code(s)
ACNA(s)	BYG

AMENDMENT TO THE AGREEMENT BETWEEN PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA AND CBEYOND COMMUNICATIONS, LLC

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

WHEREAS, AT&T California and Cbeyond are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 19, 2008 and as subsequently amended (the "Agreement");

WHEREAS the Parties desire to clarify certain terms pertaining to cross-connects;

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

1. Until such time as AT&T California can bill the EISCC charge for CLEC to CLEC cross connects in unimpaired offices, AT&T California agrees to modify the billing, via a quarterly true up, for qualifying CLEC to CLEC Cross-Connects, as identified by Cbeyond and agreed to by the Parties, on a prospective basis commencing with the billing cycle following approval by the California Public Utilities Commission (Commission) of this Amendment.

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3. 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.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. 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.

AT&T Wholesale Amendment

Contract Number: 18925

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2013

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 42804	**Requested Effective Date:** October 31, 2013	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	**No. Tariff Sheets:**

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev ($) _____

Subject of filing:
(Service(s) included) Amendment for 2014 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
***and if you have email capability, ALSO email to*:**
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2013

U 1001 C
Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
Index= 1.7 % -2.25% = -0.55%
Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

2.

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

4.

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866--430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x 1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€“ Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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.
6. 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 approval by such Commission.

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.72	4.69
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

Contract Number: 20481

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2014

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44032	**Requested Effective Date**: October 31, 2014	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Janet Arnold	regtss@att.com	(415) 778-1299	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2015 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2014

U 1001 C
Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
Index= 1.5% - 2.25% = -0.75%
Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	sthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dwt.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhnis.com; Marva.Johnson@mybrighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director-Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	O7310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	O1752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	jmills@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between **AT&T CALIFORNIA** and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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.
6. 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 approval by such Commission.

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2015

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	430 Bush Street, 1st Floor	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94108	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44894	**Requested Effective Date**: January 1, 2016	**AL Tier** I ☐ II ☐ III ☒

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard Howell	regtss@att.com	(415) 778-1299	(214) 486-1580
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings)

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*)

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
430 Bush St., First Floor
San Francisco, CA 94108

regtss@att.com

www.att.com

October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

2.

Carrier Name
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

4.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. â€“ Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com.
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€“ Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State -	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.

b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.

d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.

e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.

f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.

g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.

h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.

i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.

l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.

m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.

n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

By: _____
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")

By: _____
Printed Name: Sarah De Young

Title: Executive Director
Date: Sept. 30, 2015

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, **WHEREAS**, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1,2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between **AT&T CALIFORNIA** and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. 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.

6. 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 approval by such Commission.

GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.57

	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.65	4.60
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

Contract Number: 22901

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: August 16, 2017

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 430 Bush Street, 5th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 46852	**Requested Effective Date**: September 15, 2017	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard T. Howell	att-regulatory-ca@att.com	(415) 417-5033	(214) 486-1580
Certif.		att-regulatory-ca@att.com	(415) 417-5033	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing: (Service(s) included) Amendment to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

Authorization for filing: (Resolution #, Decision #, etc.) General Order 171

Affected services: (Other services affected, pending or replacement AL filings)

Rate Element(s) affected *and* % change: (*Non-recurring* and / or *recurring*)

☐ Customer Notice Required (if so, please attach)

Notes/Comments: (Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:

Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
430 Bush Street
5th Floor
San Francisco, CA 94108

att-regulatory-ca@att.com

www.att.com

August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site at https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective September 15, 2017

Yours truly,

AT&T California



AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
ksalazar@telekenex.com
lil.taylor@sprint.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBEYOND COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD



SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD., L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)

Signature: eSigned - James P. Prenetta, Jr.

Name: eSigned - James P. Prenetta, Jr.
(Print or Type)

Title: Executive Vice President and General Counsel
(Print or Type)

Date: 02 Oct 2020

Fusion Cloud Services, LLC (f/k/a Birch Communications, Inc. or Birch Telecom of Missouri, Inc.); Fusion Communications, LLC and Fusion Communications Services, LLC (both f/k/a Cbeyond Communications, LLC); Fusion Telecom of Kansas, LLC (f/k/a Birch Telecom of Kansas, Inc.); Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC (f/k/a Birch Telecom of Oklahoma, Inc.); and Fusion Telecom of Texas, Ltd., L.L.P. (f/k/a Birch Telecom of Texas, Ltd., LLP)

Signature: eSigned - Kristen Shore

Name: eSigned - Kristen Shore
(Print or Type)

Title: AVP Regulatory
(Print or Type)

Date: 07 Oct 2020

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147	674C, 283D, 3244	372F, 969A
CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222

FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604,176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872,700E, 2720
GEORGIA	7039, 7611, 8860,7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768,171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C,8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738,3133,1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D

	6104, 7729		
MISSISSIPPI	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390

	7096, 307G, 7276, 7775, 7700, 6104, 4147		
TEXAS	176J,7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	247D, 5240, 3246	1747, 247D,3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

AMENDMENT TO

INTERCONNECTION AND/OR RESALE AGREEMENTS

BY AND BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBEYOND COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD., L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)

This Amendment (the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity listed in each row of Column A of Exhibit A and each Fusion Legacy Birch Entity ("FLBE") listed in Column B of the same row of Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount,* Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in connection with the Stipulation, AT&T and Fusion agreed to certain amendments to the Stipulation Contracts set forth in a term sheet ("Term Sheet") that states the amendments would be effective on the Effective Date, which is also the effective date of the Plan;

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC; and

WHEREAS, each FLBE listed in each row of Column B of Exhibit A changed its legal name and wishes to reflect its name change as set forth in Column C of the same row of Exhibit A, as applicable ("Fusion's New Legal Name" or "FNLN") in each of the Agreements listed in each row of Exhibit A; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, along with Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Each of the Agreements listed in each row of Exhibit A is hereby amended to reflect the applicable name change from the FLBE shown in each row of Column B of Exhibit A to the FNLN as shown in Column C of same row of Exhibit A.

3. For each account previously billed to a specific FLBE, AT&T shall reflect that name change from the applicable FLBE to the applicable FNLN only for the main billing account (header card). AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, the applicable FNLN affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable FLBE with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. Upon execution of this Amendment by the Parties, each FLBE shall operate with AT&T under the applicable FNLN for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable FNLN, and may include labeling (including re-labeling) equipment and facilities with the applicable FNLN. Any change in a FLBE name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the FLBE's name is changing, and no FLBE Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change ("Name Change") under this Section. For any Name Change and if requested by AT&T, the applicable FNLN is responsible for (a) providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required; and (b) for any future Name Change, FNLN must submit the appropriate service request to AT&T-21STATE to update all applicable billing accounts (BANs). Subject to the Term Sheet, each Fusion entity associated with a FNLN under the ICAs listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should any Fusion entity associated with a FNLN under the ICAs listed in Exhibit A desire to change its name on individual circuits and/or End User records, the FNLN must submit the appropriate service request(s) to AT&T-21STATE to update the FNLN on individual circuits and/or End User records, and such NFLN is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable FNLN listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

N. Notices

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James P. Prenetta, Jr. Executive Vice President and General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Jprenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	pamela.hintz@fusionconnect.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until the CLEC Profile changes have been fully implemented.

N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.

7. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

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

9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.

10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

12. This Amendment shall be filed with the applicable state Commission and effective as follows: For Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing. For Ohio: Based on

the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC TTU UID	2828, 1897, 169C, 5409,	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. d/b/a Birch Communications	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775. 4147,	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C, 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	5/26/2010

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	700E		176J	5954	Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID	1986, 2720, 4361, 053H, 144H 5348 817A	055G, 817A, 1768,171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cbeyond Communications, LLC	Fusion Communications Services, LLC	BYG	1769		176J	5954	Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc.	Fusion Telecom of Kansas, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C,8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG,	2722, 0393, 7514,	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	5954, 5530, 5957, 5533,	Interconnection Agreement	6/27/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			UID, SEQ, ENC, TTU,	3133, 1940		384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK,	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617,	5954, 5530, 5957,	Interconnection Agreement	4/14/2014

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			BYG, ENC			165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5533, 0678, 0679 0859		
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	. Birch Communications Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc.	Fusion Cloud Services, LLC (d/b/a Fusion Cloud Services of Oklahoma, LLC)	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU,	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	5954, 5530, 5957, 5533, 0678,	Interconnection Agreement	7/14/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			ENC, UID			7096, 307G, 7276, 7775, 7700, 6104, 4147	0679 0859		
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P.	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	2152		176J	5954	Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/6/2007

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (IN OKLAHOMA REGISTERED AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA; AND SUCCESSOR IN INTEREST TO FUSION TELECOM OF KANSAS, LLC AND FUSION COMMUNICATIONS, LLC–[IN FLORIDA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC, AND IN GEORGIA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC]), AND FUSION TELECOM OF TEXAS, LTD., LLP AND IN TEXAS SUCCESSOR IN INTEREST TO FUSION COMMUNICATIONS, LLC (IN TEXAS WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS, LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC)

Signature: eSigned - Pamela L. Hintz

Name: eSigned - Pamela L. Hintz
(Print or Type)

Title: Vice President of Regulatory Compliance
(Print or Type)

Date: 30 Aug 2022

Fusion Cloud Services, LLC (In Oklahoma Registered as Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma; and successor in interest to Fusion Telecom of Kansas, LLC and Fusion Communications, LLC [In Florida was formerly registered as Fusion Communications Services, LLC d/b/a Fusion Communications Services, LLC, AND in Georgia was formerly registered as Fusion Communications services, LLC]), and Fusion Telecom of Texas, Ltd., LLP and in Texas successor in interest to Fusion Communications, LLC (in Texas was formerly registered as Fusion Communications, LLC d/b/a Fusion Communications Services, LLC)

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 30 Aug 2022

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147	674C, 283D, 3244	372F, 969A

CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
FLORIDA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604,176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872,700E, 2720
GEORGIA	7039, 7611, 8860, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768,171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940

LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7729 7096, 307G, 7276, 7775, 4147, 6104	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D
MISSISSIPPI	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 4147 7096, 307G, 7276, 7775, 8860, 6104	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 6104, 7775, 4147	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 6104, 307G, 7276, 7775, 7700, 4147	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 7775 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 4147 307G, 7276, 6104	672C, 007A	2212, 230F, 159D, 4329

OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 7729, 165J, 343G, 4147, 384G, 581F, 7775, 307G, 7276, 6104	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 7775, 8860,7096, 176J, 7617, 165J, 343G, 6104, 384G, 581F, 7700, 307G, 7276, 4147	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 176J, 7617,165J, 343G,384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 4147, 7775, 6104, 7729	6239, 496A,9589, 3750, 4737,4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7729 165J, 343G, 384G, 581F, 307G, 7276, 7775, 4147, 7617, 6104	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

AMENDMENT TO THE AGREEMENT BETWEEN

FUSION CLOUD SERVICES, LLC (IN OKLAHOMA REGISTERED AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA; AND SUCCESSOR IN INTEREST TO FUSION TELECOM OF KANSAS, LLC AND FUSION COMMUNICATIONS, LLC [IN FLORIDA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC, AND IN GEORGIA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC]), AND FUSION TELECOM OF TEXAS, LTD., LLP AND IN TEXAS SUCCESSOR IN INTEREST TO FUSION COMMUNICATIONS, LLC (IN TEXAS WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS, LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC)

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends certain interconnection and/or resale agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit A and each Fusion entity (collectively or as applicable, individually, "Fusion" or "CLEC") listed in Column B of the same row of Exhibit A (collectively, "Agreements" or as applicable, individually, "Agreement"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the AT&T entity listed in each row of Column A of Exhibit A and the CLEC entity listed in Column B of the same row of Exhibit A are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); and

WHEREAS, the Parties desired to consolidate certain Agreements, amend certain Agreements, and terminate certain other redundant Agreements; and

WHEREAS, unless otherwise noted, the Fusion entities listed as Fusion Communications, LLC or Fusion Telecom of Kansas, LLC in certain rows of Column B of Exhibit A ("Fusion Assignors") are assigning their respective interests in the specified Agreements referenced in that row of Exhibit A to the specific Fusion entity listed on the same row in Column C of Exhibit A, unless noted otherwise ("Fusion Assignees"); and

WHEREAS, through this Amendment, the Parties amend the Agreements that are not being terminated as shown in Exhibit A; and

WHEREAS, the Parties desire to amend the Agreements not being terminated as shown in Exhibit A to implement the following FCC Orders: (a) Memorandum Opinion and Order, WC Docket No. 18-141, 34 Rcd 6503, FCC 19-72 (rel. Aug. 2, 2019) ("**FCC's Aug. 2, 2019 Forbearance Order**"); (b) Memorandum Opinion and Order, WC Docket No. 18-141, *et al*., 34 Rcd 5767, FCC 19-66 (rel. July 12, 2019) ("**FCC's July 12, 2019 Forbearance Order**"); (c) Report and Order, WC Docket No. 19-308, FCC 20-152 (rel. Oct. 28, 2020) ("**FCC's 2020 Forbearance Order**") (collectively, "**FCC's Forbearance Orders**").

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree 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. Conversion from Wholesale 251(c)(4) Resold Telecommunications Services to 251(b)(1) Resale.

   2.1 After February 2, 2020, all resale services CLEC orders pursuant to Section 251(c)(4), 47 U.S.C. § 251(c)(4), in this Agreement shall be deemed to be pursuant to Section 251(b)(1), 47 U.S.C. § 251(b)(1). After August 2, 2022, all resale services, that CLEC purchases pursuant to Section 251(c)(4) in this Agreement will be provided pursuant to Section 251(b)(1). The rates, terms and conditions of these resale provisions in the Agreement shall continue to apply, provided however that AT&T may modify or discontinue to the resale discount, subject to state law limitations or requirements (such as, without limitation, a state law requirement that a resale discount include an avoided cost discount), upon at least 120 days prior notification via an Accessible Letter, and performance remedies for resale services shall not apply to Section 251(b)(1) resale services.

3. Discontinuance of Voice-Grade Analog Loop UNEs.

   3.1 As of February 3, 2020, CLEC may no longer order analog voice-grade 2-wire and 4-wire copper loop Unbundled Network Elements ("UNEs") (collectively, "**Voice-Grade Analog Loop UNEs")** pursuant to this Agreement.

   3.2 Any existing Voice-Grade Analog Loop UNEs ordered on or before February 2, 2020 are grandfathered and will remain available to CLEC until August 2, 2022 ("**Voice-Grade Analog Loop UNEs-Embedded Base")**. CLEC will complete the conversion and/or disconnection of all Voice Grade Analog Loop UNEs-Embedded Base by August 2, 2022. Should AT&T or CLEC identify any remaining Voice Grade Analog Loop UNEs-Embedded Base after August 2, 2022, CLEC will immediately submit orders to transition such Voice Grade Analog Loop UNEs-Embedded Base to another service or disconnect them.

   3.3 For any complete order submitted by CLEC to disconnect or convert Voice Grade Analog Loop UNEs-Embedded Base to another service on or before May 22, 2022, AT&T will process such orders and not subject such orders to a surcharge. Notwithstanding the forgoing, if CLEC and AT&T entered into a project plan by September 1, 2021 for conversion of its Voice Grade Analog Loop UNEs-Embedded Base to another service, and CLEC submitted all Local Service Requests ("**LSRs**") in accordance with such plan (which for avoidance of doubt includes submitting all LSRs by May 22, 2022) and if AT&T is unable to process such LSRs by August 2, 2022, AT&T shall not assess a surcharge. A LSR shall be considered submitted by May 22, 2022, even if it subsequently requires clarification provided that CLEC promptly submits a subsequent LSR with the required clarification to resolve the error(s) in question promptly after AT&T provides a valid reason for rejecting the LSR.

   3.4 To the extent CLEC fails to adhere to the above, AT&T will in the following order:

      3.4.1 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an analogous arrangement available under a separate commercial agreement executed by the Parties,

      3.4.2 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or

      3.4.3 Reprice any remaining Voice-Grade Analog Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

      3.4.4 Disconnect these Voice-Grade Analog Loop UNEs-Embedded Base.

4. Discontinuance of Certain DS1 and DS3 Transport UNEs

4.1 As of January 13, 2020, CLEC may no longer order DS1 and DS3 Dedicated Transport UNEs whether stand-alone or part of a combination (e.g., Enhanced Extended Link) (collectively, "**DS1 and DS3 Transport UNEs**") pursuant to this Agreement between wire centers subject to the forbearance granted in the FCC's July 12, 2019 Forbearance Order, as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf.

4.2 Any DS1 and DS3 Transport UNEs in the aforementioned wire centers ordered on or before January 12, 2020, are grandfathered until July 12, 2022 ("**DS1 and DS3 Transport UNEs-Embedded Base**"). If CLEC and AT&T have entered into a commercial replacement agreement for DS1 and DS3 Transport UNEs, any remaining DS1 and DS3 Transport UNEs-Embedded Base will convert to an analogous arrangement available under the separate commercial agreement executed by the Parties, or CLEC must otherwise disconnect any grandfathered DS1 and DS3 Transport UNEs-Embedded Base or convert them 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.

4.3 If CLEC fails to convert grandfathered DS1 and DS3 Transport UNEs-Embedded Base on or before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1 and DS3 Transport UNEs-Embedded Base to the equivalent Special Access service at month-to-month rates, terms and conditions, unless the Parties have entered into a separate commercial agreement for such services in which the rates, terms, and conditions of that commercial agreement shall apply. CLEC shall be responsible for all associated recurring and non-recurring charges. AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 and DS3 Transport UNE, as applicable, and the non-UNE rate that applies under this Section 4 for any new circuits inadvertently ordered after January 12, 2020, and any DS1 and DS3 Transport UNEs-Embedded Base remaining after July 12, 2022. For avoidance of doubt, orders for DS1 and DS3 Transport UNEs submitted on or before January 12, 2020 are not subject to the backbilling referenced in the prior sentence. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 and DS3 Transport UNEs as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

5. Discontinuance of 2-Wire Digital Loop UNEs

5.1 As of February 9, 2023, CLEC may no longer order new two-wire copper loops conditioned to transmit digital signals ("**2-Wire Digital Loop UNEs**") pursuant to this Agreement in a Wire Center where at least 66% of census blocks served by that Wire Center are designated by the Census Bureau as an urbanized area (areas of 50,000 or more people). Such Wire Centers are listed on CLEC Online.

5.2 Any existing 2-Wire Digital Loop UNEs ordered on or before February 8, 2023, that can no longer be ordered per Section 5.1, above, are grandfathered and remain available until February 10, 2025 ("**2-Wire Digital Loop UNEs-Embedded Base").** CLEC shall convert the 2-Wire Digital Loop UNEs-Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such 2-Wire Digital Loop UNEs-Embedded Base on or before February 10, 2025.

5.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining 2-Wire Digital Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:

5.3.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to a 2-Wire digital arrangement available under a separate commercial agreement if executed between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

5.3.1.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or

5.3.1.2 Reprice any remaining 2-Wire Digital Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

5.3.1.3 Disconnect any remaining 2-Wire Digital Loop UNEs-Embedded Base.

5.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a 2-Wire Digital Loop UNE and the non-UNE rate that applies under this Section 5 for any new 2-Wire Digital Loop UNEs inadvertently ordered after February 8, 2023, and any 2-Wire Digital Loop UNEs-Embedded Base remaining after February 10, 2025.

5.5 AT&T's election to reprice the 2-Wire Digital Loop UNE shall not preclude AT&T from later converting the 2-Wire Digital Loop UNE to a digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

6. Discontinuance of DS1 Loop UNEs

6.1 As of February 9, 2023, CLEC may no longer order new DS1 Loop UNEs ("**DS1 Loop UNEs"**) pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the "DS1/DS3 UNE Loop Competitive Wire Center List" as posted on CLEC Online, which may change from time to time, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive are set forth in https://docs.fcc.gov/public/attachments/DOC-344863A1. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 UNE Loops out of such additional wire centers as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

6.2 Any existing DS1 Loop UNEs ordered on or before February 8, 2023 that can no longer be ordered per Section 6.1 above are grandfathered and can remain in place until August 8, 2024 (collectively, "**DS1 Loop UNEs-Embedded Base**"). CLEC shall convert the DS1 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS1 Loop UNEs-Embedded Base on or before August 8, 2024.

6.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining DS1 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:

6.3.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

6.3.1.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or

6.3.1.2 Reprice any remaining DS1 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

6.3.1.3 Disconnect any remaining DS1 Loop UNEs-Embedded Base.

6.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 Loop UNE and the non-UNE rate that applies under this Section 6 for any new DS1 Loop UNEs inadvertently ordered after February 8, 2023, and any DS1 Loop UNEs-Embedded Base remaining after August 8, 2024.

6.5 AT&T's election to reprice DS1 Loop UNEs shall not preclude AT&T from later converting the DS1 Loop UNEs to a DS1 arrangement available under a separate AT&T tariff or guidebook service.

7. Discontinuance of DS3 Loop UNEs

7.1 As of February 9, 2021, CLEC may no longer order new DS3 Loop UNEs ("**DS3 Loop UNEs**") pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the **"DS1/DS3 UNE Loop Competitive Wire Center List"** as posted on CLEC Online, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive that are set forth in https://docs.fcc.gov/public/attachments/DOC-344863A1. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS3 UNE Loops as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

7.2 Any existing DS3 Loop UNEs ordered on or before February 8, 2021 that can no longer be ordered per Section 7.1, above, are grandfathered and can remain in place until February 8, 2024 (collectively, "**DS3 Loop UNEs-Embedded Base**"). CLEC shall convert the DS3 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS3 Loop UNEs-Embedded Base on or before February 8, 2024.

7.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining DS3 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:

7.3.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

7.3.1.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or

7.3.1.2 Reprice any remaining DS3 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

7.3.1.3 Disconnect any remaining DS3 Loop UNEs-Embedded Base.

7.4 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 7 for any new DS3 Loop UNEs inadvertently ordered after February 8, 2021, and any DS3 Loop UNEs-Embedded Base remaining after February 8, 2024.

7.5 AT&T's election to reprice DS3 Loop UNEs shall not preclude AT&T from later converting the DS3 Loop UNEs to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

8. Discontinuance of Dark Fiber Transport UNEs

8.1 As of February 8, 2021, CLEC may no longer order new Dark Fiber Dedicated Transport UNEs ("**Dark Fiber Transport UNEs**") pursuant to this Agreement when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center identified on the list of wire centers in the August 1, 2019 Public Notice issued by the FCC's Wireline Competition Bureau in WC Docket 18-141 (DA 19-733) that the FCC has identified as having competitive fiber located within a half mile, available at https://docs.fcc.gov/public/attachments/DOC-358840A1.pdf. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering Dark Fiber Transport UNEs on routes out of such additional wire centers (when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center that the FCC has identified as having competitive fiber located within a half mile) as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

8.2 Such Dark Fiber Transport UNEs ordered before February 8, 2021 that can no longer be ordered per Section 8.1, above, are grandfathered and remain available until February 8, 2029 (collectively, "**Dark Fiber Transport UNEs-Embedded Base**"). CLEC shall convert the Dark Fiber Transport UNEs-Embedded Base to an alternate arrangement, or disconnect such Dark Fiber Transport UNEs-Embedded Base on or before February 8, 2029. 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 Dark Fiber Transport UNEs-Embedded and CLEC will be responsible for all recurring and non-recurring charges:

8.2.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

8.2.1.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to applicable service in an AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

8.2.1.2 Reprice any remaining Dark Fiber Transport UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

8.2.1.3 Disconnect any remaining Dark Fiber Transport UNEs-Embedded Base.

9. Discontinuance of Subloop UNEs and NID UNEs

   9.1 As of February 9, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

10. To the extent it is commercially reasonable, CLEC will endeavor to provide a forecast of the total number of Discontinued UNEs it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the applicable transition period.

11. The Fusion Assignors hereby assign their respective interest in the specified Agreements to the respective Fusion Assignees as shown in Exhibit A. Such Fusion Assignors hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals.

12. As shown on Exhibit A, the Agreement between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and Fusion Communications, LLC d/b/a Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Cloud Services, LLC when this Amendment becomes effective.

13. As shown on Exhibit A, the Agreement between BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA and Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Cloud Services, LLC when this Amendment becomes effective

14. As shown on Exhibit A, the Agreement between Southwestern Bell Telephone Company d/b/a AT&T TEXAS and Fusion Communications, LLC d/b/a Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Telecom of Texas, Ltd., LLP when this Amendment becomes effective.

15. For avoidance of any doubt, as a result of this Amendment, each Agreement listed in each row of Exhibit A that is not terminated is by and between the AT&T entity listed in each row of Column A and the Fusion entity listed in the same row of Column C of Exhibit A ("Legal Fusion Name").

16. For each account previously billed to a specific Fusion entity associated with the specific Agreements upon which the Section 11, above, assignment applies, AT&T shall reflect the assignment from the applicable Current Fusion Name (listed in Column B of Exhibit A that are designated to be assigned) to the applicable Legal Fusion Name (listed in Column C of Exhibit A) only for the main billing account (header card). AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, the applicable Legal Fusion Name affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable Current Fusion Name (listed in Column B of Exhibit A) with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

17. Upon execution of this Amendment by the Parties, each Fusion entity associated with a Legal Fusion Name under the non-terminated Agreements listed in Exhibit A shall operate with AT&T under the applicable Legal Fusion Name for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable Legal Fusion Name, and may include labeling (including re-labeling) equipment and facilities with the applicable Legal Fusion Name. Any change in a Legal Fusion Name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the Legal Fusion Name is changing, and no Legal Fusion Name Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change ("Name Change") under this Section. For any Name Change and if requested by AT&T, the applicable Legal Fusion Name is responsible for (a) providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required; and (b) for any future Name Change, the Legal Fusion Name must submit the appropriate service request to AT&T to update all applicable billing accounts ("BANs"). The Legal Fusion Name under the Agreements listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should a Legal Fusion Name under the Agreements listed in Exhibit A desire to change its name on individual circuits and/or End User records, the Legal Fusion Name must submit the appropriate service request(s) to AT&T to update the Legal Fusion Name on individual circuits and/or End User records, and such Legal Fusion Name is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

18. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable Legal Fusion Name listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

N. Notices

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James P. Prenetta Executive Vice President & General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	James.prenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Pamela.hintz@fusionconnect.com

	AT&T CONTACT
NAME/TITLE	Contract Management

	ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until the CLEC Profile changes have been fully implemented.

N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

19. 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.

20. 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.

21. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

22. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

23. 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.

24. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC")[1]	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2828, 1897, 169C, 5409	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Communications, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID, BYG	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720, 700E	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604, 176J	5530, 5957, 5533, 0678, 0679, 0859, 5954	Interconnection Agreement	5/26/2010

[1] A "(1)" reference beside a Current Fusion Name in Column B indicates the Agreement is being assigned to the Fusion entity listed in Column C.

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC")[1]	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Communications, LLC d/b/a Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Cloud Services, LLC						Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID, BYG	1986, 2720, 4361, 053H, 144H, 5348, 817A, 1769	055G, 817A, 1768,171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 7700, 176J	5530, 5957, 5533, 0678, 0679, 0859, 5954	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Cloud Services, LLC						Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Fusion Communications, LLC (1)	Fusion CSI, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Telecom of Kansas, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C,8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX,	2722, 0393,	1940, 9289, 172C, 5743,	7039, 7611, 8860, 7096,	5954, 5530,	Interconnection Agreement	6/27/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC")[1]	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			VLK, BYG, UID, SEQ, ENC, TTU,	7514, 3133, 1940	252A, 626A, 9360, 2720	176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	5957, 5533, 0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Fusion Communications, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/22/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC")[1]	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	4/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/16/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC")[1]	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU, ENC, UID	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/14/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Telecom of Texas, Ltd., LLP	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK BYG	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911 2152	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147 176J	5530, 5957, 5533, 0678, 0679, 0859 5954	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Communications, LLC d/b/a Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Telecom of Texas, Ltd., LLP						Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/6/2007

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (REGISTERED IN ILLINOIS AS FUSION CSI, LLC AND REGISTERED IN OKLAHOMA AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA), AND FUSION TELECOM OF TEXAS, LTD., LLP

Signature: eSigned - Pamela L. Hintz

Name: eSigned - Pamela L. Hintz
(Print or Type)

Title: Vice President of Regulatory Compliance
(Print or Type)

Date: 30 Aug 2022

Fusion Cloud Services, LLC (Registered in Illinois as Fusion CSI, LLC and registered in Oklahoma as Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma), and Fusion Telecom of Texas, LTD., LLP

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 30 Aug 2022

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147	674C, 283D, 3244	372F, 969A

CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
FLORIDA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604,176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872,700E, 2720
GEORGIA	7039, 7611, 8860, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768,171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940

LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7729 7096, 307G, 7276, 7775, 4147, 6104	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D
MISSISSIPPI	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 4147 7096, 307G, 7276, 7775, 8860, 6104	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 6104, 7775, 4147	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 6104, 307G, 7276, 7775, 7700, 4147	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 7775 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 4147 307G, 7276, 6104	672C, 007A	2212, 230F, 159D, 4329

OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 7729, 165J, 343G, 4147, 384G, 581F, 7775, 307G, 7276, 6104	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 7775, 8860,7096, 176J, 7617, 165J, 343G, 6104, 384G, 581F, 7700, 307G, 7276, 4147	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 176J, 7617,165J, 343G,384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 4147, 7775, 6104, 7729	6239, 496A,9589, 3750, 4737,4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7729 165J, 343G, 384G, 581F, 307G, 7276, 7775, 4147, 7617, 6104	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

AMENDMENT TO THE AGREEMENT
BETWEEN

FUSION CLOUD SERVICES, LLC (REGISTERED IN ILLINOIS AS FUSION CSI, LLC AND REGISTERED IN OKLAHOMA AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA), AND FUSION TELECOM OF TEXAS, LTD., LLP

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the interconnection agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit C and each Fusion entity (collectively or as applicable, individually, "CLEC") listed in Column B of the same row of Exhibit C (collectively, "Interconnection Agreements", or as applicable, individually, "Interconnection Agreement"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended; and

WHEREAS, The Parties desire to amend the Interconnection Agreements to modify certain rates; and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. If CLEC is no longer purchasing out of a Local Wholesale Transport ("LWT") commercial agreement with AT&T LWT on routes between wire centers subject to forbearance granted in the FCC's July 12, 2019 Forbearance Order, FCC 19-66 (rel. July 12, 2019) as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf (collectively, "Forbearance Granted Wire Centers"), CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing LWT on routes between Forbearance Granted Wire Centers, AT&T will implement the rates in Exhibit B with an effective date of the date the CLEC provided valid Notice to the applicable Interconnection Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Interconnection Agreements, but

rather, shall be coterminous with such Interconnection Agreements.

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

7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

EXHIBIT C

AT&T ILEC Entity Name ("AT&T") Col. A	Fusion Entity Name ("CLEC") Col. B	Contract Type Col. C	Approved Date Col. D
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Fusion Cloud Services, LLC	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Fusion Cloud Services, LLC	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Cloud Services, LLC	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Cloud Services, LLC	Interconnection Agreement	5/26/2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Cloud Services, LLC	Interconnection Agreement	8/8/2008
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Fusion CSI, LLC	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Fusion Cloud Services, LLC	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Cloud Services, LLC	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Fusion Cloud Services, LLC	Interconnection Agreement	6/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Fusion Cloud Services, LLC	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Fusion Cloud Services, LLC	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Fusion Cloud Services, LLC	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Fusion Cloud Services, LLC	Interconnection Agreement	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	Interconnection Agreement	4/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Fusion Cloud Services, LLC	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Fusion Cloud Services, LLC	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Fusion Cloud Services, LLC	Interconnection Agreement	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Fusion Cloud Services, LLC	Interconnection Agreement	7/14/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Telecom of Texas, Ltd., LLP	Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Fusion Cloud Services, LLC	Interconnection Agreement	8/6/2007

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
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.27			mile
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.54			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 2.70			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 90.24	$ 89.27	$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 180.48	$ 89.27	$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 902.40	$ 89.27	$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 6.13			mile
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 12.26			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 61.30			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,055.28	$ 278.75	$ 162.76	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 2,110.56	$ 278.75	$ 162.76	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 10,552.80	$ 278.75	$ 162.76	

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
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2022 - July 11, 2023)		ULNHS		$ 75.00	$ 310.00	$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2023 - July 11, 2024)		ULNHS		$ 150.00	$ 310.00	$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2024 - July 11, 2025)		ULNHS		$ 750.00	$ 310.00	$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2022 - July 11, 2023)		ULNHS		$ 25.20	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2023 - July 11, 2024)		ULNHS		$ 50.40	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2024 - July 11, 2025)		ULNHS		$ 252.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2022 - July 11, 2023)		ULNJS		$ 1,222.50	$ 338.00	$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2023 - July 11, 2024)		ULNJS		$ 2,445.00	$ 338.00	$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2024 - July 11, 2025)		ULNJS		$ 12,225.00	$ 338.00	$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2022 - July 11, 2023)		ULNJS		$ 177.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2023 - July 11, 2024)		ULNJS		$ 354.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2024 - July 11, 2025)		ULNJS		$ 1,770.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 270.00	$ 260.00	$ 161.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 540.00	$ 260.00	$ 161.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 2,700.00	$ 260.00	$ 161.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 1,222.50	$ 1,372.00	$ 813.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 2,445.00	$ 1,372.00	$ 813.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 12,225.00	$ 1,372.00	$ 813.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2022 - July 11, 2023)		UXRA1	1	$ 1.42	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2023 - July 11, 2024)		UXRA1	1	$ 2.84	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2024 - July 11, 2025)		UXRA1	1	$ 14.20	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2022 - July 11, 2023)		UXRA2	2	$ 1.57	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2023 - July 11, 2024)		UXRA2	2	$ 3.14	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2024 - July 11, 2025)		UXRA2	2	$ 15.70	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2022 - July 11, 2023)		UXRA3	3	$ 1.57	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2023 - July 11, 2024)		UXRA3	3	$ 3.14	$ 105.70	$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2024 - July 11, 2025)		UXRA3	3	$ 15.70	$ 105.70	$ 69.40	

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
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		$ 49.41			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		$ 98.82			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	1L5UB		$ 494.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2022 - July 11, 2023)				$ 0.37			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2023 - July 11, 2024)				$ 0.74			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2024 - July 11, 2025)				$ 3.70			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		$ 702.21			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		$ 1,404.42			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	1L5UB		7022,10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2022 - July 11, 2023)				$ 7.08			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2023 - July 11, 2024)				$ 14.16			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2024 - July 11, 2025)				$ 70.80			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	MQ1UB		$ 383.31			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	MQ1UB		$ 766.62			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	MQ1UB		$ 3,833.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 431.77			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 863.54			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 4,317.70			

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
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		.27			mile
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.54			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 2.70			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 132.66	$ 105.54	$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 265.32	$ 105.54	$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 1,326.60	$ 105.54	$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 5.80			mile
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 11.60			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 58.00			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,606.50	$ 335.46	$ 219.28	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 3,213.00	$ 335.46	$ 219.28	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 16,065.00	$ 335.46	$ 219.28	

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
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.17			mile
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.34			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 1.70			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 52.39	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 104.78	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 523.90	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 3.94			mile
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 7.88			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 39.40			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 524.13	$ 320.16	$ 86.24	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 1,048.26	$ 320.16	$ 86.24	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 5,241.30	$ 320.16	$ 86.24	

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
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XA		$ 26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XA		$ 52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XA		$ 260.20	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XB		$ 26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XB		$ 52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XB		$ 260.20	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XC		$ 26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XC		$ 52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XC		$ 260.20	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXA		$ 2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXA		$ 5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXA		$ 28.20	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXB		$ 2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXB		$ 5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXB		$ 28.20	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXC		$ 2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXC		$ 5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXC		$ 28.20	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XA		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XA		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XA		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XB		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XB		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XB		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XC		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XC		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XC		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXA		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXA		$ 89.42	NA	NA	per mile

LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXA		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXB		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXB		$ 89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXB		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXC		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXC		$ 89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXC		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WA		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WA		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WA		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WB		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WB		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WB		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WC		$ 220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WC		$ 440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WC		$ 2,203.90	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBA		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBA		$ 89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBA		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBB		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBB		$ 89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBB		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBC		$ 44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBC		$ 89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBC		$ 447.10	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXA		$ 413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXA		$ 826.02	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXA		$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXB		$ 413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXB		$ 826.02	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXB		$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXC		$ 413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXC		$ 826.02	NA	NA	

LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXC		$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XA		$ 606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XA		$ 1,212.90	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XA		$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XB		$ 606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XB		$ 1,212.90	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XB		$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XC		$ 606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XC		$ 1,212.90	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XC		$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 0.64	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 1.28	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 6.40	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		$ 1.14	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		$ 2.28	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 11.40	NA	NA	

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
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		$ 16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		$ 33.30	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 166.50	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		$ 16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		$ 33.30	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 166.50	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		$ 16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		$ 33.30	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 166.50	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		$ 2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		$ 4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 24.70	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		$ 2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		$ 4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 24.70	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		$ 2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		$ 4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 24.70	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		$ 160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		$ 320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,601.80	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		$ 160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		$ 320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,601.80	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		$ 160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		$ 320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,601.80	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		$ 42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		$ 85.86	NA	NA	per mile

LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 429.30	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		$ 42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		$ 85.86	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 429.30	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		$ 42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		$ 85.86	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 429.30	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX1		$ 296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX1		$ 592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX1		$ 2,964.10			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX2		$ 296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX2		$ 592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX2		$ 2,964.10			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX3		$ 296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX3		$ 592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX3		$ 2,964.10			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X1		$ 390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X1		$ 780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X1		$ 3,903.60			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X2		$ 390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X2		$ 780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X2		$ 3,903.60			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X3		$ 390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X3		$ 780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X3		$ 3,903.60			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 0.54	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 1.08			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 5.40			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		$ 0.99	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		$ 1.98			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 9.90			

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
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 1.08	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 2.16	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 10.80	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 0.48	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 0.96	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 4.80	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 0.52	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 1.04	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 5.20	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 894.82	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 1,789.64	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 8,948.20	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 26.26	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 52.52	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 262.60	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 19.24	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 38.48	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 192.40	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 4.27	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 8.54	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 42.70	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 178.54	$ 288.90	$ 187.70	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 357.08	$ 288.90	$ 187.70	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 1,785.40	$ 288.90	$ 187.70	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 539.74	$ 1,736.35	$ 1,202.10	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 1,079.48	$ 1,736.35	$ 1,202.10	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 5,397.40	$ 1,736.35	$ 1,202.10	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2022 - July 11, 2023)		UXRA1	1	$ 0.85	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2023 - July 11, 2024)		UXRA1	1	$ 1.70	$ 92.05	$ 73.25	

LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2024 - July 11, 2025)		UXRA1	1	$ 8.50	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2022 - July 11, 2023)		UXRA2	2	$ 0.97	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2023 - July 11, 2024)		UXRA2	2	$ 1.94	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2024 - July 11, 2025)		UXRA2	2	$ 9.70	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2022 - July 11, 2023)		UXRA3	3	$ 1.15	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2023 - July 11, 2024)		UXRA3	3	$ 2.30	$ 92.05	$ 73.25	
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2024 - July 11, 2025)		UXRA3	3	$ 11.50	$ 92.05	$ 73.25	

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
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.34			mile
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.68			
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 3.40			
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 144.06	$ 105.52	$ 98.46	
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 288.12	$ 105.52	$ 98.46	
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 1,440.60	$ 105.52	$ 98.46	
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 7.45			mile
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 14.90			
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 74.50			
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,762.72	$ 335.40	$ 219.24	
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 3,525.44	$ 335.40	$ 219.24	
LWT	KY	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 17,627.20	$ 335.40	$ 219.24	

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
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.39			mile
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.78			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 3.90			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 105.70	$ 86.69	$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 211.40	$ 86.69	$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 1,057.00	$ 86.69	$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 9.06			mile
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 18.12			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 90.60			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,275.67	$ 270.69	$ 158.05	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 2,551.34	$ 270.69	$ 158.05	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 12,756.70	$ 270.69	$ 158.05	

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
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 18.58			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 37.16			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 185.80			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 18.42			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 36.84			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 184.20			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 19.75			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 39.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 197.50			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 20.04			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 40.08			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 200.40			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1	1	$ 1.03			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1	1	$ 2.06			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	$ 10.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2	2	$ 1.15			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2	2	$ 2.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	$ 11.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3	3	$ 0.75			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3	3	$ 1.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	$ 7.50			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.30			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.60			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 3.00			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 194.73			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 389.46			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 1,947.30			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 172.47			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 344.94			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 1,724.70			Per Point

LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 165.03			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 330.06			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 1,650.30			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 182.25			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 364.50			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 1,822.50			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1	1	$ 9.30			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1	1	$ 18.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	$ 93.00			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2	2	$ 5.76			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2	2	$ 11.52			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	$ 57.60			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3	3	$ 14.28			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3	3	$ 28.56			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	$ 142.80			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 5.59			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 11.18			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 55.90			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		$ 420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		$ 840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		$ 621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		$ 621.82	NA	NA	per arrangement

LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		$ 1,243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 10.33	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 20.66	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 103.30	NA	NA	

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
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 167.17	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 334.34	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 1,671.70	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 227.32	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 454.64	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 2,273.20	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 418.95	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 837.90	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 4,189.50	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2022 - July 11, 2023)		ULNHS	4	$ 167.17	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2023 - July 11, 2024)		ULNHS	4	$ 334.34	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2024 - July 11, 2025)		ULNHS	4	$ 1,671.70	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 300.15	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 600.30	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 3,001.50	$ 455.35	$ 291.05	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 4.65	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 9.30	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 46.50	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 13.12	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 26.24	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 131.20	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 21.82	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 43.64	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 218.20	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2022 - July 11, 2023)		ULNHS	4	$ 4.65	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2023 - July 11, 2024)		ULNHS	4	$ 9.30	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2024 - July 11, 2025)		ULNHS	4	$ 46.50	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 7.20	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 14.40	NA	NA	each additional mile

LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 72.00	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 2,084.17	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 4,168.34	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 20,841.70	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 4,175.10	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 8,350.20	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 41,751.00	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 5,077.42	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 10,154.84	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 50,774.20	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2022 - July 11, 2023)		ULNJS	4	$ 2,084.17	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2023 - July 11, 2024)		ULNJS	4	$ 4,168.34	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield) (Effective July 12, 2024 - July 11, 2025)		ULNJS	4	$ 20,841.70	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 4,932.45	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 9,864.90	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 49,324.50	$ 490.35	$ 332.75	1st mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 122.70	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 245.40	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 1,227.00	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 457.12	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 914.24	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 4,571.20	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 469.35	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 938.70	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 4,693.50	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2022 - July 11, 2023)		ULNJS	4	$ 122.70	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2023 - July 11, 2024)		ULNJS	4	$ 245.40	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield) (Effective July 12, 2024 - July 11, 2025)		ULNJS	4	$ 1,227.00	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 186.67	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 373.34	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 1,866.70	NA	NA	each additional mile
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1 (Effective July 12, 2022 - July 11, 2023)		UXRQ1	1	$ 18.45	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1 (Effective July 12, 2023 - July 11, 2024)		UXRQ1	1	$ 36.90	NA	NA	

LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1 (Effective July 12, 2024 - July 11, 2025)		UXRQ1	1	$ 184.50	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2 (Effective July 12, 2022 - July 11, 2023)		UXRQ2	2	$ 18.52	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2 (Effective July 12, 2023 - July 11, 2024)		UXRQ2	2	$ 37.04	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2 (Effective July 12, 2024 - July 11, 2025)		UXRQ2	2	$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3 (Effective July 12, 2022 - July 11, 2023)		UXRQ3	3	$ 18.52	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3 (Effective July 12, 2023 - July 11, 2024)		UXRQ3	3	$ 37.04	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3 (Effective July 12, 2024 - July 11, 2025)		UXRQ3	3	$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 299.40	$ 29.85	$ 17.90	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 598.80	$ 29.85	$ 17.90	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 2,994.00	$ 29.85	$ 17.90	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 1,068.07	$ 980.20	$ 924.15	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 2,136.14	$ 980.20	$ 924.15	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 10,680.70	$ 980.20	$ 924.15	

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
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.30			mile
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.60			
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 3.00			
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 85.99	$ 89.79	$ 82.28	
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 171.98	$ 89.79	$ 82.28	
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 859.90	$ 89.79	$ 82.28	
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 7.14			mile
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 14.28			
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 71.40			
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 962.85	$ 280.37	$ 163.70	
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 1,925.70	$ 280.37	$ 163.70	
LWT	MS	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 9,628.50	$ 280.37	$ 163.70	

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
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.29			mile
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.58			
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 2.90			
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 6.65			mile
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 13.32			
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 66.60			
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 46.59	$ 234.02	$ 162.52	
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 93.18	$ 234.02	$ 162.52	
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 465.90	$ 234.02	$ 162.52	
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 494.86	$ 270.69	$ 158.05	
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 989.72	$ 270.69	$ 158.05	
LWT	NC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 4,948.60	$ 270.69	$ 158.05	

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
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		$ 48.48			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		$ 96.96			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	1L5UB		$ 484.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		$ 2.76			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		$ 5.52			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	1L5UB		$ 27.60			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		$ 559.05			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		$ 1,118.10			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	1L5UB		$ 5,590.50			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		$ 53.58			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		$ 107.16			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	1L5UB		$ 535.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		$ 48.48			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		$ 96.96			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	1L5UB		$ 484.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		$ 2.76			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		$ 5.52			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	1L5UB		$ 27.60			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		$ 559.05			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		$ 1,118.10			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	1L5UB		$ 5,590.50			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		$ 53.58			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		$ 107.16			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	1L5UB		$ 535.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation (Effective July 12, 2022 - July 11, 2023)				$ 34.47			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation (Effective July 12, 2023 - July 11, 2024)				$ 68.94			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation (Effective July 12, 2024 - July 11, 2025)				$ 442.00			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation (Effective July 12, 2022 - July 11, 2023)				$ 44.20			

LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation (Effective July 12, 2023 - July 11, 2024)				$ 88.40			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation (Effective July 12, 2024 - July 11, 2025)				$ 442.00			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 / Voice Grade (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	MQ1UB		$ 398.83			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 / Voice Grade (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	MQ1UB		$ 797.66			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 / Voice Grade (Effective July 12, 2024 - July 11, 2025)	CT1++, EE7M+	MQ1UB		$ 3,988.30			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 / DS1 (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 1,010.91			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 / DS1 (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 2,021.82			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 / DS1 (Effective July 12, 2024 - July 11, 2025)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 10,109.10			

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
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		$ 22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		$ 44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 221.80	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		$ 2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		$ 4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 24.60	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		$ 191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		$ 383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,916.20	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		$ 64.82	NA		Per Mile

LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 0.60	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 1.20	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 6.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		$ 1.05	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		$ 2.10	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 10.50	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 5,592.70	NA		

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
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 223.48	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 446.96	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 2,234.80	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 138.28	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 276.56	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 1,382.80	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 117.13	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 234.26	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 1,171.30	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 210.60	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 421.20	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 2,106.00	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 11.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 23.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 21.25	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 42.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 212.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 3.36	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 6.72	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 33.60	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 4.48	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 8.96	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 44.80	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 3,011.68	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 6,023.36	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	#########	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 1,835.59	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 3,671.18	$ 336.40	$ 218.88	first mile

LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	#########	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 1,234.17	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 2,468.34	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	#########	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 2,544.46	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 5,088.92	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	#########	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 240.21	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 480.42	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 2,402.10	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 411.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 823.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 4,115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 88.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 176.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 1,320.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 87.19	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 174.38	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 871.90	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 274.24	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 548.48	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 2,742.40	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 948.76	$ 895.90	$ 522.41	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 1,897.52	$ 895.90	$ 522.41	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 9,487.60	$ 895.90	$ 522.41	

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
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.51			mile
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 1.02			
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 5.10			
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 115.71	$ 89.47	$ 81.99	
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 231.42	$ 89.47	$ 81.99	
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 1,157.10	$ 89.47	$ 81.99	
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 12.03			mile
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 24.06			
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 120.30			
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,320.97	$ 279.37	$ 163.12	
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 2,641.94	$ 279.37	$ 163.12	
LWT	SC	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 13,209.70	$ 279.37	$ 163.12	

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
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.53			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 1.06			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 5.30			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 116.79	$ 112.40	$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 233.58	$ 112.40	$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 1,167.90	$ 112.40	$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 3.51			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 7.02			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 35.10			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 1,273.48	$ 395.29	$ 176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 2,546.96	$ 395.29	$ 176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 12,734.80	$ 395.29	$ 176.56	

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
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 50.64	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 101.28	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 506.40	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 48.82	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 97.64	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 488.20	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 51.12	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 102.24	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 511.20	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 66.48	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 132.96	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 664.80	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 0.15	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 0.30	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 1.50	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 0.16	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 0.32	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 1.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 0.20	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 0.40	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 2.00	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 0.14	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 0.28	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 1.40	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 299.65	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 599.30	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 2,996.50	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 269.29	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 538.58	$ 81.05	$ 65.73	first mile

LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 2,692.90	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 291.90	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 583.80	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 2,919.00	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 462.55	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 925.10	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 4,625.50	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 4.36	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 8.72	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 43.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 4.80	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 9.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 48.00	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 5.93	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 11.86	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 59.30	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 4.17	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 8.34	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 41.70	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2022 - July 11, 2023)	UBNTX	UCXHX		$ 11.26	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2023 - July 11, 2024)	UBNTX	UCXHX		$ 22.52	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2024 - July 11, 2025)	UBNTX	UCXHX		$ 112.60	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2022 - July 11, 2023)		UCXJX		$ 38.55	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2023 - July 11, 2024)		UCXJX		$ 77.10	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2024 - July 11, 2025)		UCXJX		$ 385.50	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 373.53	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 747.06	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 3,735.30	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 483.09	$ 41.71	$ 20.01	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 966.18	$ 41.71	$ 20.01	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 4,830.90	$ 41.71	$ 20.01	

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
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		$ 27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		$ 55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 277.30			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		$ 27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		$ 55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 277.30			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		$ 27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		$ 55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 277.30			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		$ 3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		$ 6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 32.80			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		$ 3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		$ 6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 32.80			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		$ 3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		$ 6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 32.80			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		$ 286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		$ 573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 2,869.90			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		$ 286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		$ 573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 2,869.90			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		$ 286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		$ 573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 2,869.90			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		$ 49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		$ 99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 499.30			Per Mile

LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		$ 49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		$ 99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 499.30			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		$ 49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		$ 99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 499.30			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		$ 514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		$ 1,028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		$ 514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		$ 1,028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		$ 514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		$ 1,028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		$ 710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		$ 1,420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		$ 710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		$ 1,420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		$ 710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		$ 1,420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		$ 0.78			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		$ 1.56			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 7.80			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		$ 1.44			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		$ 2.88			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 14.40			

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
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.18			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 60.16	$ 89.27	$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 4.09			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 703.52	$ 278.75	$ 162.76	

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
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS		$ 50.00	$ 310.00	$ 220.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS		$ 16.80	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS		$ 815.00	$ 338.00	$ 236.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS		$ 118.00	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		$ 180.00	$ 260.00	$ 161.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		$ 815.00	$ 1,372.00	$ 813.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	$ 0.95	$ 105.70	$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	$ 1.05	$ 105.70	$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	$ 1.05	$ 105.70	$ 69.40	

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
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB		$ 32.94			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)				$ 0.25			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB		$ 468.14			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)				$ 4.72			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB		$ 255.54			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB		$ 287.85			

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
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.19			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 88.44	$ 105.54	$ 98.47	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 3.87			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 1,071.00	$ 335.46	$ 219.28	

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
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.12			mile
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 34.93	$ 110.92	$ 80.20	
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 2.63			mile
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 349.42	$ 320.16	$ 86.24	

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
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA		$ 17.35	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB		$ 17.35	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC		$ 17.35	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA		$ 1.88	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB		$ 1.88	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC		$ 1.88	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC		$ 146.93	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC		$ 29.81	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA		$ 275.34	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB		$ 275.34	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC		$ 275.34	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA		$ 404.30	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB		$ 404.30	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC		$ 404.30	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 0.43	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$ 0.76	NA	NA	

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
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 0.36	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$ 0.66	NA	NA	

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13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	$ 51.89	$ 136.65	$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 44.59	$ 136.65	$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	$ 40.78	$ 136.65	$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 46.86	$ 136.65	$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	$ 1.53	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 0.72	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	$ 0.32	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 0.35	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 596.55	$ 158.10	$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	$ 478.64	$ 158.10	$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 512.30	$ 158.10	$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 17.51	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	$ 12.83	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 2.85	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		$ 119.03	$ 288.90	$ 187.70	
13	KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		$ 359.83	$ 1,736.35	$ 1,202.10	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	$ 0.57	$ 92.05	$ 73.25	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	$ 0.65	$ 92.05	$ 73.25	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	$ 0.77	$ 92.05	$ 73.25	

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13	KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.23			mile
13	KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 96.04	$ 105.52	$ 98.46	
13	KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 4.97			mile
13	KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 1,175.15	$ 335.40	$ 219.24	

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13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.27			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 70.47	$ 86.69	$ 79.44	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 6.04			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 850.45	$ 270.69	$ 158.05	

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
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1	$ 12.39			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2	$ 12.28			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3	$ 13.17			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 13.36			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1	$ 0.69			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2	$ 0.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3	$ 0.50			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.20			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1	$ 129.82			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2	$ 114.98			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3	$ 110.02			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 121.50			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1	$ 6.20			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2	$ 3.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3	$ 9.52			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I	$ 3.73			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3		$ 280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3		$ 414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 6.89	NA	NA	

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13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1	$ 111.45	$ 455.35	$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 151.55	$ 455.35	$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3	$ 279.30	$ 455.35	$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4	$ 111.45	$ 455.35	$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 200.10	$ 455.35	$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1	$ 3.10	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 8.75	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3	$ 14.55	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4	$ 3.10	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 4.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1	$ 1,389.45	$ 490.35	$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 2,783.40	$ 490.35	$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3	$ 3,384.95	$ 490.35	$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4	$ 1,389.45	$ 490.35	$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 3,288.30	$ 490.35	$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1	$ 81.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 304.75	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3	$ 312.90	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4	$ 81.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 124.45	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1	$ 12.30	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2	$ 12.35	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3	$ 12.35	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		$ 199.60	$ 29.85	$ 17.90	
13	MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		$ 712.05	$ 980.20	$ 924.15	

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
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.20			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 57.33	$ 89.79	$ 82.28	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 4.76			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 641.90	$ 280.37	$ 163.70	

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
13	NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.19			mile
13	NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 31.06	$ 234.02	$ 162.52	
13	NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 4.44			mile
13	NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 329.91	$ 270.69	$ 158.05	

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
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		$ 32.32			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		$ 1.84			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		$ 372.70			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		$ 35.72			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		$ 32.32			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		$ 1.84			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		$ 372.70			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		$ 35.72			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation				$ 22.98			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation				$ 29.47			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB		$ 265.89			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB		$ 673.94			

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
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 0.40	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$ 0.70	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX		$ 3.20	NA		Per Termination per Fiber

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
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	$ 148.99	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 92.19	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	$ 78.09	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 140.40	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	$ 7.68	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 14.17	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	$ 2.24	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 2.99	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	$ 2,007.79	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 1,223.73	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	$ 822.78	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 1,696.31	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	$ 160.14	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 274.35	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	$ 58.67	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 58.13	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX		$ 182.83	$ 178.12	$ 105.56	
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX		$ 632.51	$ 895.90	$ 522.41	

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
13	SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.34			mile
13	SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 77.14	$ 89.47	$ 81.99	
13	SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 8.02			mile
13	SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 880.65	$ 279.37	$ 163.12	

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
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 77.86	$ 112.40	$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 848.99	$ 395.29	$ 176.56	

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
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	$ 33.76	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 32.55	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	$ 34.08	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 44.32	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 0.11	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	$ 0.13	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	$ 199.77	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 179.53	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	$ 194.60	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 308.37	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	$ 2.91	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 3.20	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	$ 3.96	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 2.78	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX		$ 7.51	$ 57.08	$ 40.49	
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX		$ 25.70	$ 70.78	$ 54.19	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX		$ 249.02	$ 29.00	$ 24.15	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX		$ 322.06	$ 41.71	$ 20.01	

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
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 0.52			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$ 0.96			

AMENDMENT

BETWEEN

NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS

AND

FUSION CLOUD SERVICES, LLC

Signature: eSigned - Pamela L. Hintz

Name: eSigned - Pamela L. Hintz
(Print or Type)

Title: Vice President of Regulatory Compliance
(Print or Type)

Date: 21 Feb 2023

Fusion Cloud Services, LLC

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 21 Feb 2023

Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

AMENDMENT TO THE AGREEMENT BETWEEN NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS AND FUSION CLOUD SERVICES, LLC

This Amendment (the "Amendment") amends the Interconnection Agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit C and each Fusion entity (collectively or as applicable, individually, "CLEC") listed in Column B of the same row of Exhibit C (collectively, "Interconnection Agreements", or as applicable, individually, "Interconnection Agreement"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended; and

WHEREAS, The Parties desire to amend these Interconnection Agreements to modify certain rates that were inadvertently omitted or otherwise need to be updated in Exhibit A Pricing Sheets of the Amendment dated August 30, 2022 that revised DS1 and DS3 Local Wholesale Transport rates ("Transport Amendment"); and

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

1. This 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. Add the Exhibit A1 Pricing Sheets attached hereto. Where applicable, the rates in Exhibit A1 supersede the rates for the corresponding elements for the periods specified in the existing Exhibit A Pricing Sheets of the Transport Amendment. All other rates in the existing Exhibit A Pricing Sheets of the Transport Amendment remain unchanged.
3. If CLEC is no longer purchasing out of a Local Wholesale Transport ("LWT") commercial agreement with AT&T on LWT routes between wire centers subject to forbearance granted in the FCC's July 12, 2019 Forbearance Order, FCC 19-66 (rel. July 12, 2019) as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf (collectively, "Forbearance Granted Wire Centers"), CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B of the Transport Amendment. Upon verification that CLEC is no longer purchasing LWT on routes between Forbearance Granted Wire Centers, AT&T will implement the rates in Exhibit B of the Transport Amendment with an effective date of the date the CLEC provided valid Notice to the applicable Interconnection Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Interconnection Agreements, but rather, shall be coterminous with such Interconnection Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Interconnection Agreements (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Amendment or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 13, 2022.

EXHIBIT C

AT&T ILEC Entity Name ("AT&T") Col. A	Fusion Entity Name ("CLEC") Col. B	Contract Type Col. C	Approved Date Col. D
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Cloud Services, LLC	Interconnection Agreement	1/19/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Cloud Services, LLC	Interconnection Agreement	1/25/2006
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	Interconnection Agreement	4/14/2014

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
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 494.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		$ 7,022.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		$ 4,317.70			

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
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 77.84	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 155.68	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 778.40	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 61.17	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 122.34	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 611.70	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 70.29	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 140.58	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 702.90	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 2.30	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 4.60	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 23.00	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 894.82	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 1,789.64	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 8,948.20	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 714.96	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 1,429.92	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 7,149.60	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 768.45	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 1,536.90	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 7,684.50	$ 158.10	$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 26.26	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 52.52	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 262.60	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 66.89	$ 136.65	$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 133.78	$ 136.65	$ 78.80	first mile

LWT	KS	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 668.90	$ 136.65	$ 78.80	first mile

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
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 484.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		$ 27.60			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 5,590.50			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		$ 535.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 / Voice Grade (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		$ 3,988.30			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 / DS1 (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		$ 10,109.10			